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TREATIES, &c.

BETWEEN THE

EAST-INDIA COMPANY

AND THE STATES

BORDERING ON THE

PRESIDENCY OF BOMBAY

No. I.

TREATY *with the* Marattas, *in* 1739.

ARTICLES *of* AGREEMENT *between* Stephen Law, *Governor of* Bombay, *&c. on the Part of the Honorable* English East-India Company, *and* Bajeerow Pundit Purdan, *or First Minister of the Most Serene* Sou Rajah, *July*, 1739, *or* 1140 *Gentoo Stile*.

STIPULATIONS *between the Government of* Bajeerow Pundit Purdan, *in the Year* 1140 *of the* Gentoo *Stile*, (Anno Domini 1739,) *and the Honorable* Stephen Law, *General of the Port of* Bombay, *delivered to* Captain Inchbird, *his Deputy*, *in* Bassein.

A. D. 1739
The Marattas.

ARTICLE I.

The English shall only issue passes to the Company's vessels, the merchants or servants dependents, belonging to the island of Bombay, or other places where the English have settlement; and the English shall not interfere with Bajeerow's fleet, nor give convoy to foreign vessels; save that, if

The English shall give their pass and colours to the vessels belonging to the port of Bombay, to the Company, or other merchants, as customary, but not to vessels belonging to those of foreign ports, who taking pass from our Government, may navigate and carry on their trade freely. Those

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two or three vessels should accidentally fall into company with the English, in such case, Bejeerow's fleet shall not molest them.

who shall not take our pass shall be chastised by us, and the English shall not oppose the execution. The English Government shall not, as aforesaid, give their pass or colours to foreign merchants, or convoy vessels belonging to foreign ports not having passes from this state. Our fleet will not harm two or three vessels belonging to foreign ports, if by chance they come under convoy of the English fleet, whilst they continue under that convoy.

ARTICLE II.

The English, nor their subjects or dependants, shall not freight or put their effects on board any vessels not provided with passes from Bajeerow; but if any unavoidable necessity obliges them to the contrary of this, in case of such effects being seized by Bajeerow's fleet, they shall be restored to the owners, they proving their property therein.

The English shall not freight their effects, or those of their jurisdiction, on vessels not having passes from this state; and shall only freight those that have our pass: but in case of such a freight, through pure necessity, and the effects should be seized by our fleets, on proof being made that they belong to the English or their merchants, they shall be restored and delivered up.

ARTICLE III.

The English will not lay any restraint on the inhabitants of other countries, that have taken refuge in Bombay, in the war time, let them be Cooleys, Carpenters, or other cast whatever, from returning to their abodes, with their effects and Gallivats.

The English shall lay no restraint on the inhabitants, Cooleys, Carpenters, and all casts of people belonging to the jurisdiction of Bassein, up to Demaun, and other places whatever, that retired to Bombay, but shall let them come away with their effects and Gallivats.

ARTICLE IV.

The English will furnish two fighting Gallivats, if required, to give convoy to the fishing Gallivats of Bajeerow, carrying goods or provisions, in their passage to and from Mahim and Versova.

The fishing Gallivats, that carry provisions or goods to and from Versova, shall be convoyed in their passage coming and going, between Versova and Mahim, by the English.

ARTICLE V.

The English will grant free license for the export of all goods and commodities whatever, for the service of Bajeerow, and a free trade to the merchants of his country, in all sorts they may want, as iron, lead, brimstone, saltpetre, dammer, tar, sail-cloth, coir, and others (excepting artillery, balls, powder, and shot) they paying the customary duties. Such things as have not before been used to pay export duty, shall continue free of any, as before. In like manner, Bajeerow shall permit the English and their merchants the free trade of his country and liberty of export of goods and provisions, paying the customs.

All sorts of merchandize, or goods (except artillery, powder, balls, and shells) that the state may want, such as iron, lead, brimstone, saltpetre, dammer, coir, cloth for sails and other sorts, shall be freely supplied us: and there shall be, in no wise, any impediment given to the merchants of this jurisdiction in their procuring the above sorts, or Derwalls from the merchants, or the Company; and when exported, they shall only pay the customary duties that such goods have been commonly rated at, and they shall pay no customs on those that were not before liable to any. In the same manner, there shall be no impediment given the English, the Company, or their merchants, in their buying any goods or provisions from this jurisdiction, or exporting the same, paying the customs.

ARTICLE VI.

The English will preserve their dominion of the river of Mahim, as it was granted them by the Portuguese. All the merchants' vessels and fishing Gallivats, belonging to Bajeerow's government, shall have free passage through the said river, and five or ten Seapoys, with their arms, shall be allowed to pass, being on board merchant vessels, on any services, or employed to bring intelligence.

All the command and dominion which the Government of Bombay has in the river, from Mahim to Bombay, since the time it was delivered to them by the Portugueze, shall be preserved, in the same manner as has been practised from the beginning. All other commands or dominions they may have increased since, by means of their power, shall not be allowed. They shall grant free passage through the said river to all merchant vessels and fishing Gallivats that carry goods to and fro, (except those belonging to our fleet). They shall suffer five or ten Seapoys to pass with their arms, that may be in the said vessels, on any service, or sent to bring intelligence.

A. D. 1739

The Marattas.

ARTICLE VII.

The English will not assist any of Bajeerow's enemies, though in friendship with them, with any other, or more of the sorts, than what they engage to supply Bajeerow's state with; and Bajeerow shall observe the like agreement with the English.

The English shall not give assistance of any sort to the enemies of this state, though they may be their friends. In like manner, we will not assist the enemies to the English. All the sorts they supply this state with, they may furnish others, as they please; excepting munitions of war.

ARTICLE VIII.

Any person belonging to the English or Bajeerow's jurisdiction, that shall go over to either Government, such Government shall oblige him to make satisfaction to his creditors. If a slave, he shall be delivered up by compulsion.

Any person, of either side, taking refuge under either Government, let him be merchant or in pay, and owing or carrying money away with him, the creditor of such person shall go where he is, and proving the debt by the arbitration of five persons, the money shall be delivered to the owner, and the person sued shall have liberty to go freely where he pleases; but if a slave, he shall be delivered up by force.

ARTICLE IX.

Any vessel belonging to the English or Bajeerow, that shall be driven by stress of weather, or other accidents, for shelter, on the coast of either jurisdiction, all possible assistance shall be given for the refittal; but if stranded or wrecked on either shore, half of the cargo and vessels shall belong to the Government, and the other half be reserved to the owner.

Any vessel, great or small, belonging to either Government, that by stress of weather shall be driven for shelter to the coast under either jurisdiction, shall receive all possible assistance, and the masts, yards, and apparel, that may have suffered, be refitted, and proceed freely on her voyage. But in case the Company's or their merchants' effects shall be shipwrecked on any place of our jurisdiction, one half shall be restored to the owners, and one half shall remain to the state. In like manner, the effects on board any vessels of our jurisdiction, that may be lost at Bombay, shall be divided, half to the Company and half to the owners.

ARTICLE X.

The fleet of Bajeerow shall not attempt any vessel, though not provided with his pass, within the limits of the stakes at Mahim, in a direct line to the mouth of the harbour, within the distance of a Corse, or a Corse and a half, from Underee on this side.

Our fleet will not harm any vessel, navigating without a pass from this state, from the stakes at Mahim, in a direct line to the bar at the mouth of the harbour, within the distance of one Corse, or one Corse and a half, from Underee this way.

A. D. 1739
The Marattas.

ARTICLE XI.

Bajeerow's fleet shall, by no means, hurt or molest the fishing Gallivats, or other vessels belonging to the English or their subjects in their navigation of these seas. In like manner, Bajeerow's fishing Gallivats, and other vessels belonging to him or subjects of his state, shall not be hurt or molested by the English fleet.

Our fleet will, by no means, molest any of the fishing Gallivats, or other vessels, belonging to Bombay, navigating these seas. In like manner, our fishing Gallivats, and other vessels of our jurisdiction, shall not be molested by the English fleet.

ARTICLE XII.

Bajeerow's fleet shall pass and repass freely by the bar or in the river, at the mouth of the harbour; and in case of touching at Bombay, for watering, they shall have friendly treatment. In like manner the English fleet shall have reception and assistance in the ports of Bajeerow's jurisdiction.

The fleet of this state shall go in and out of port freely; and if, at any time, it should repair to Bombay for watering, and stay some time there, it shall meet with assistance there. In like manner, we will assist and supply the English fleet arriving at any of our ports.

ARTICLE XIII.

The English will give no let or molestation to the merchant vessels laden with goods of the merchants under Bajeerow's jurisdiction passing to and from the rivers Negotan, Penn, and other ports: but in case of any of the said vessels importing at Bombay, and landing their effects, they shall pay the port duties.

There shall be no impediment on the part of the English, to our own merchant vessels laden with goods belonging to the merchants of our jurisdiction, and that go or come from sea into the rivers Negotan, Penn, and other ports: but if any such vessel go into Bombay, and unload their goods, they shall pay the customs. However, in the river, there shall no harm whatever be suffered to be done such merchant vessels by any power whatever.

ARTICLE XIV.

A. D. 1739

The Marattas.

The merchant vessels belonging to the English and their subjects, shall have free leave to purchase in the rivers Negotan, Penn, and other places, provisions and all sorts of Merchandize, and export the same, paying the customs; and, on the part of Bajeerow, there shall be no impediment.

These fourteen articles shall be observed, without failure.

The merchant vessels of Bombay may, in the rivers of Penn, Negotan, or other whatever, purchase freely provisions, or other sorts of goods, and export them, paying the customary duties; and, on the part of this state, no impediment shall be given them.

These fourteen articles, I (Chimnajee) have consented to, and they shall be observed without failure. Let this be made manifest.

The 16th of Rabilicar (or 12th July).

No. II.

TREATY *with the* Marattas, *dated the* 12*th of October* 1756.

ARTICLE I.

A. D. 1756
The Marattas.

That the Maratta Government will never permit the Dutch to settle, or come into their dominions, but on the contrary, issue express orders to prevent their carrying on any trade therein.

ARTICLE II.

As an article regarding Mahim river was included in the Treaty, made in the time of the deceased Bajeerow, and it having been represented, that the Bundorah Coolies have of late begun to set up new fishing stakes, which they ought not to have done in that river, the Maratta Government do hereby oblige themselves not to permit thereof in future.

ARTICLE III.

As Bancote and Hematgur have been delivered to the Honorable Company, the Marattas do, by these presents, give them the following Villages, towards defraying the expences thereof, and which are to remain the said Honorable Company's property for ever, and of which they are to be put in possession without further delay, *viz.* Velass Bag, Manly, Veswee, Chepolee, Coodock, Pundarree, Panam, Dasgom, and Comela.

ARTICLE IV.

It having been a custom during the Governments of Angria and the Marattas at Bancote, that the Sciddees received a Chotic, or quarter part of the customs, the Marattas engage to satisfy the Sciddee in this particular, and that the Honorable Company do not meet with any embarrasment concerning it, nor concerning the royalty of this river, which is hereby given and made over to them for ever. In case the Sciddee should dispute complying with the foregoing, the English declare it should not retard the compliance with what may be mentioned in these articles, concerning the delivery of Ghereah.

ARTICLE V.

Customs are to be levied by the Marattas, on goods which pass up the river of Bancote, only at Gorgom and Marr, and not any let or impediment in any of the intervening places in the said river of Bancote.

A. D. 1756
The Marattas.

ARTICLE VI.

As Dasgom is a pass for the Verjarrahs, or country merchants, the Marattas engage, that such goods as are carried that way to Marr, either by the river or by land, shall not pay any duties there, but only the usual Nickolla.

ARTICLE VII.

All such subjects and inhabitants of Bancote, Hematgur, and its dependencies, as, on account of the dispute with Angria, retired to the Maratta territories, shall, if they are content so to do, be allowed to return to the English, without any impediment from the Maratta Government; and others that, in future, may leave the English, are to be permitted to return again, if agreeable to them, in the manner above-mentioned: and such subjects as shall leave the Maratta Government, and retire to Bancote, shall have liberty to return to the Marattas again, on their agreeing with them, and in such case the English will not impede them.

ARTICLE VIII.

The Marattas may export from the river of Bancote, annually, for the use of their southern forts, &c. grain of all kinds, to the value of forty thousand (40,000) Rupees, and it shall be free from customs at Bancote. They shall also have liberty to export custom free, such salt, rafters, small timbers, &c. as they may want for the use of their Sircar or Government: and in consideration thereof, the Honorable Company's goods, to the amount of one hundred and fifty thousand (150,000) Rupees, shall annually, in like manner, be free from all customs, as far as Poonah, upon Delcaas, or certificates, being produced on both sides.

ARTICLE IX.

No additional inland duties whatever to be livied on the English goods by the Maratta Government, but only the Rhaderage customs.

ARTICLE X.

Junardow Buttol Phudness Mahazom with Ballajee Badjerow Pundit Purdan, has a patrimony, in Velass, of one garden and fifteen Begas of Batty ground, which is to remain with him; in lieu, or in consideration of which, Nandgoa Compra is granted to the Honorable Company.

ARTICLE XI.

The Dutch goods will not be permitted to be landed at Rajahpore, nor their trade suffered to be carried on there, concerning which the Marattas will give proper orders; and the people under the Maratta Government are not to trade at Rajahpore; but *if* disputes arise with the Sciddee, this is to be no obstacle to the delivery of Ghereah, as will be mentioned in a subsequent article.

ARTICLE XII.

A. D. 1756
The Marattas.

The Bramins, inhabitants at Hurry Hurrasecar, and others, that will pass to and from thence on pilgrimage, are to be free from paying customs, in regard to the necessaries that they may have for their own use, or to perform their ceremonies; but this does not extend to merchandize.

ARTICLE XIII.

The Mahar Government to carry grain of all kinds, timber, wood, &c. according to the custom formerly observed; but as to the power of the river, it is to be carried on agreeable to the articles of this Treaty.

ARTICLE XIV.

The fort of Eswant Gur is to be entirely demolished; and the English, on their parts, are not to make any forts or fortifications, within the nine villages nor by the river. In like manner, the Maratta Government are not to make any by the river of Bancote, or in the villages belonging to them. This article, however, is not to exempt the English from building such houses and warehouses as they think proper, in the villages belonging to them.

ARTICLE XV.

As all the royalty of Bancote and Hematgur is with the English, they are to take care, as much as in their power lies, to prevent the enemy prejudicing the Marattas through that river.

ARTICLE XVI.

Ghereah Fort to be delivered within twenty-four days after the departure of the English gentlemen from Poonah, together with such guns, ball, stores, &c. either of the fort or fleet, that the captors left for the service of the garrison or otherwise, or did not themselves sell; but the stores, ammunition, &c. that properly belong to the Honorable Company, they are to carry away with them. The officers of Toolajee are to go where they please; and if his family (wife and children) should be desirous of returning to him, the English will not impede it, but grant them free liberty so to do: and the Maratta Government engages, that Toolajee Angria shall have no place given him, nor any power below the Gaut. Ballajee Badjerow Pundit Purdan is to send an officer of credit with the English gentleman, who is to proceed with one of the Council from Bombay to Ghereah, which person, belonging to the Maratta Government, is to have in his possession the proper Sunnuds and orders, regarding the delivery of Bancote and its villages; and when the Maratta people and colours are got into Ghereah, and the English ready to go out, he is to deliver directly the said Sunnuds and orders, for Fort Victoria (or Bancote) and its several villages, to the English Counsellor, and then return with that gentleman to Bancote directly, to see Nannah's orders are effectually executed, in regard to the villages.

A. D. 1756

The Marattas.

ARTICLE XVII.

These articles being concluded and agreed upon by both parties, they are to act conformable thereto; in consequence of which all disputes are to subside, and no claims are to be made by the Maratta Government on the Honorable Company, to the date of these presents.

ARTICLE XVIII.

All Treaties hitherto made between the Maratta Government and English, are to be observed and maintained inviolable by both parties, agreeable to the tenour of them.

The foregoing articles being agreed to by us, and accepted of by us, we do, in confirmation thereof, affix to these presents the seal of the Honorable United English East-India Company, and do attest the same with our own proper names, in Poonah, the day and year above written.

(Signed) THOMAS BYFIED,
JOHN SPENCER.

No. III.

Treaty *with the* Prince *of* Cherrika, *in* 1756.

ARTICLE I.

If the French, or any other power, should come against the English Company, in any part of the dominions of the King of Colastria, which extends, from Canharottu north to the river of Cotta south, the Prince of Cherrika promises to assist them with all his people and arms, and to use his influence to get succours likewise from the other powers. A. D. 1756 The Prince of Cherrika.

ARTICLE II.

Immediately on a French fleet of ships appearing off or on, the Chief of Tellicherry advising of their being seen, the Prince of Cherrika promises to send fifteen hundred musqueteers to the assistance of the English Company, with such others after them as he can procure, as is stipulated in the above article: and further, in case a large English force comes to Tellicherry, and the Chief of Tellicherry requests the Prince of Cherrika to afford his assistance to expel the French from the country, he promises readily to give it to the best of his ability, on its being previously settled what part of the gain he (the Prince) is to have, the English proving successful.

ARTICLE III.

If the French, or any other power, comes against the Prince of Cherrika, the English Company promise to assist him with armed people, balls, powder, and loans of money.

ARTICLE IV.

Whenever the forces of the English Company act in conjunction with those of the Prince's, the heads of these last are to be under the directions of the officer who may be appointed, from time to time, by the Chief of Tellicherry, to command the English forces.

ARTICLE V.

All forces sent by the Prince of Cherrika to the assistance of the English Company, are to be paid by them, in the manner of their own Nairs; as, on the contrary, the forces sent by the English Company to the assistance of his Highness, with the balls, powder, &c. are to be at his charge and expence.

ARTICLE VI.

The trade and commerce of the English Company, in the dominions of Colastria, are to remain on the same footing as formerly; and the Prince of Cherrika accordingly promises to put no impediments in the way of it, but to use his influence to enlarge it; as, on the other hand, the English Company promise to favour the Prince in the interest and affairs of his country, according to his necessities, as in times past.

A. D. 1758
Bringah Rajah.

No. IV.

ARTICLES *of the* FIRMAUND *granted by the* Bringah Rajah, *in* 1758.

ARTICLE I.

Whatever pepper or beetlenut you purchase in my dominions, the country of Bringah, you shall pay for my duties, customs, and perquisites, and those of my ministers, in all two Pagodas twelve Fanams on every Hir of beetlenut, and in like manner, on every Hir of pepper two Pagodas fifteen and a half Fanams, and I allow and give up to you two and a half Fanams on every Pagoda; and in case the merchants shall all agree to make any allowances to my custom-master, you shall pay your proportion only.

ARTICLE II.

Whatever pepper belongs to me, or is produced in my dominions, as Rajah of Bringah, I secure unto you, and will not sell it to any one else, but you shall buy it at the general price settled with the other merchants, between the months of November and March; but in case you do not buy it between those months, you shall not hinder or object to our selling it to any one else. And in case any disputes shall arise between you and the merchants of my country, I, the Rajah, will oblige them to deliver their pepper at the price you have settled with them; but in the recovery of your private debts I have nothing to do.

ARTICLE III.

If you choose to advance any money to the merchants, and will do it in the presence of my Parpadar and secretary, I will then make all such advances secure to you.

ARTICLE IV.

Whatever ground you want to build a Banksall on, and for your servants, Seapoys, &c. I give to you, without any ground-rent or fees; and to mount six small guns on it, to secure the Honorable Company's treasure and goods, and that a good understanding and strict friendship be carried on between us.

ARTICLE V.

In case any dispute happens between your people and mine, you are to apply to me for justice, which I will give to you immediately; and, in like manner, if any of my people are injured by yours, I will apply to you, and you shall do justice: and if any of my people choose to take your service, you shall not employ them without my leave; nor will I employ yours, but with your consent obtained in the same manner.

ARTICLE VI.

A. D. 1758
Bringah Rajah.

If any of my merchants owe you any money, you have full power to recover it, and I will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

ARTICLE VII.

All goods you bring into my country shall pay only two per cent customs; and if you do not sell the goods, you may export them again without any customs.

N. B. An Hir is equal to an Onore Candy, or very few pounds less. And the customs which all merchants pay on pepper amount to upwards of four Pagodas per Candy, so that deducting the one Pagoda and a half Fanam, and also the two and a half Fanams allowed on each Pagoda, the abatement in his duties will exceed six Rupees per Candy.

The allowance mentioned in the first article to be made to the Rajah's custom-master, means a trifling annual present given to him by all the merchants at Bringah.

No. V.

PERWANNAHS, *&c. from the* Prince *of* Scindy, *in* 1758.

No. 1.—COPY *(attested by* Cojee Mahomed Yaya) *of the* Perwannah, *from* Golam Shah Abassie, *dated the 22nd September*, 1758.

A. D. 1758
The Prince of Scindy.

Be it known to all Commanders, Officers, Faquirs, Farmers, and inhabitants of Durat Laree-bunder, Aurunga-bunder, Garranchere Darajah Chadra Massootie, Nakass, Barbundie, Galabajur, Agur, Goozar Rajah Gunt, Johibar, Sarkar, Chachagom, Charcarhallow, Nassepore, Holcandy, Sarkar Sooiston, Coodabage, Sarkar Nohorey Abey, &c. places belonging to Sarkur, that Mr Sumption, Gomastah, belonging to the Honorable English Company, informed me here, that on all the goods he purchases and sends for the Honorable Company to Bombay, he pays no more than one and a half per cent customs, on the market price, which I hereby confirm, and order that no more than that custom may be received of him, as usual; but on all Europe goods which shall be sent from Bombay for Coodabage, Laree, Multon, &c. half of what customs, &c. charges (such as passports, convoy, lodging, Duan Towff, Canah, &c.) the Multon merchants pay: and should there be such goods as the Multuny never carry, and be it possible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants used to pay on the same; but nobody is to demand any thing more. And the same customs, &c. as are above-mentioned, they are to pay on the Hing, Indigo, &c. goods which they never bought before; and they are also to pay one and a half per cent customs on the Saltpetre, be it bought by themselves or by any body for them in the Sircar's place, or any where else; but no Officers, Farmers, &c. are to demand any thing more from them, but let them carry on their trade unmolested. And I further order that should their goods not be disposed of, and they want to carry them back, no customs shall be demanded thereon, nor on any provisions which Mr. Sumption shall send from any place on board their ships for their maintenance. They are also not to demand any thing for their gardens, nor in any shape molest their gardeners, boats, vessels, &c. or send them on any Sircar's business; and it is also ordered, that their chests of linnen may not be opened, or the least hindrance shewn them in passing and repassing, it being contrary to our rules; and in short, no one shall presume to make any new customs to their prejudice, or in any shape put any affront on them or their people. They have also free liberty to provide any sort of grain, and sell the same, and any European goods, at any rate they please. The customs on the Duppers of Ghee, Oil, &c. as also on the chests and pots of goods, are to be charged conformable to the weight they put on each Dupper, chest, or pot, without weighing them again, and the customs on the

elephant's teeth are to be received on the amount of sale, when they are sold. And should Mr. Sumption either buy or build a house or warehouse, at Aurunger-bunder or at Tattah, my said people are to give him all the assistance they can, that it may cost him only a reasonable price, and he is to have all the encouragement for carrying on his trade, as it will be an advantage to the Government; but no other Englishman shall have a house or any encouragement. And as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shewn to this, without demanding any new order every year. A. D. 1758 The Prince of Scindy.

No. 2.—Translation *of* Golam Shah, Prince *of* Scindy's Perwannah, *for the* Honorable Company's *Customs, Privileges, &c. at* Scindy, *dated 22nd September*, 1758.

To all Faquirs (a term for the Scroys, or people of the Prince's cast, inhabitants of the upper part of the country), Diredars, Muttaseddees, that are at present, or shall in future come into offices of the customs, whether under the sovereign power, or farmed out at the D[illegible] (or Tattah custom-house), Laree-bunder, Aurunga bunder, Cranchy Dorajee, Choubetra Mausoolee Nackose, Barbundie Gullah, Bazar (or grain custom-house), Oagur Guzar Rajah Gott, Chuabar, Sircar Cachlon Choker-holla (names of countries), Sircar Nassepore, Holla-Candy, Sircar Sevastan, Coodabad Ruree, and all other places within my dominions: Know ye (or observe), that the wealthy, true, faithful, and friendly Mr. Sumption, English agent here, has made application, or requested, that the honourable, great, noble, and highly esteemed English Company, of India and Bombay, may, on whatever trade or merchandize they transact goods, import or export, buy or sell, pay only one and a half per cent customs on the valuation of the real price of the place, which I have condescended to, and hereby grant: furthermore, that the Gomastah (or agent) for the said Honorable Company of India may have the priviledge, on whatever goods be imports from abroad, and chooses to export up the country to Coodabad Ruree, Multon, &c. to receive a Putta (or permit), and whatever goods he may purchase there or above, to pay only the above-mentioned customs; and of the Lauvasma (or customary charges) on the Putta goods, such as Rawdarree Deradarre, Munket, Nut, Furhutt, Nuogana, Dusturehoy Duana, Moota, at Coodabad, Circarwarry, Donnee, and other Nosem Kalsay Duanna Pescharry, Joab Khanna, &c. the half only of what paid by the Company of Multon merchants, which is required to be duly observed, and at any place, or wherever there be not a settled custom on the Multon merchants, the half only of what is paid by others, the greatest or principal merchants, and at your peril not to ask, demand, or receive more; and if the aforesaid agent should purchase, bring down, and export out of the country, from Tattah, Hing, Indigo,

A. D. 1756 The Prince of Scindy.

or any other goods, which he may not formerly have dealt in, or hath a settled custom for, to receive only the abovementioned customs and rates, by the custom-master, Duanna, &c. as aforesaid, and more (on no terms) to ask or demand. And furthermore, if the abovesaid Gomastah, or agent, should, in any part within the extent of my dominions, of himself, extract or purchase from others saltpetre, the customs on the true valuation, at the price of the place, with all customary charges included, I have settled and affixed thereon, *viz.* in whatever place, within my government or dominions, that he may extract or purchase, to receive on it, in that place only, the abovesaid custom of one and a half per cent.; and that my Muttaseddees, custom-masters, Diredars, Radawrs, Guzzervans, do not, on any pretence of customs or customary rights, customs on boats, Moressor or Misseree on ditto boats, Chitts, or other usual customs, in no place within my territories, give any impediment to them; but the abovesaid Gomastah may, without trouble and in a satisfactory manner, carry on and transact his business, without molestation; and that no other person may be permitted to export the aforesaid commodity, and that whatever goods he may import here, and not meet a sale for, if he, sooner or later, first or last export them again, by no means to demand any customs, charges, &c. or give any impediment to their exportation.

And at the time of their ships arrival at any of my Bunders (or ports), if they should purchase provisions for the English and Lascars of their ships, such as bullocks, cows, goats, sheep, or other necessaries, at Tattah, or from out of the country, and export in ships, on no terms to ask, demand, receive, or give the least trouble concerning customs thereon. Furthermore, for customs or other customary dues on the English garden, which they may keep for their pleasure, to give no trouble, or make any demands thereon, nor let their gardener be subject to be pressed or molested on any occasion, as you are to observe I hereby exempt them therefrom: and the chests of wearing cloathes of the English, and other necessaries they may bring or carry with them, you are on no terms to give them trouble about opening, or demand the sight of, on any pretence whatever.

And for customs of Moree, Misseree, &c. on their boat they may hire or keep to go to and fro in, not to ask or make any demand on; and on their servants and those under their protection, by no means to receive or give them any trouble, on account of head-money, or other dues of any kind, received from my subjects, or for any other new customs or demands that may arise or be collected in my country.

And for any Nirkana (customs on rice) or leave of carrying to their house of grain, sold in Tattah or Nungana, on cotton imported from abroad, to make no demand or give any trouble thereon: and for Nungana on Ghee and oil, agreeable to the custom of Maund, for a Dubber, to make account as usual and receive the customary dues; and whether it it put in small Buttaroes or larger Jocks, or in other

vessels (larger or smaller) to make account on the customs of Maunds, eight Maunds per Dubber; and on the Lauvasma, or customs on the sale of elephants' teeth, to receive, when sold, the usual custom of nine per cent paid by the buyer, and no more. A. D. 1758. The Prince of Scindy,

And if the aforesaid Gomastah (or agent) should, at Tattah or Aurunga-bunder, choose to buy or build a house for a factory, do you give him all the assistance, to the utmost of your power, to assist and forward him therein, and at the least expence, that they may settle in my country, in a strong secure factory, to their satisfaction, so as to trade with spirit and without apprehension, to the increase of revenues and advantage of my country; and that no other Englishmen be permitted those favours; and that they may at pleasure, and without control, receive the customary dues and privileges of their factories. As the bestowing favours and continuing friendship with the English is desirable in my presence, therefore insist that due regard (in every respect) be paid to the above Sunnud, and no demand made for new ones.

Dated at Ahmedabad, in Scindy, 18th Maharin,
1172 of the Higera, or September 22, 1758.

No. 3.—Letter *from* Golam Shah, Prince *of* Scindy, *to* Mr. Robert Sumption, *dated* 11*th December* 1758.

I now inform you, that I am arrived with all my forces in the fort of Shahbunder, and have determined to collect no customs (not even a single pice) on the goods that any King's merchants may bring to Shahbunder, but on all exported from hence they are to pay the usual customs. You may be sure of this my determination, and import goods from any parts to trade here.

I hope you will soon send your man here, to choose a place for building a house or factory.

No. 4.—Order *from* Golam Shah, Prince *of* Scindy, *to his* Metah Coostamdas, *dated* 18*th December* 1758, *and attested under the* Codjee's *Seal.*

You are hereby ordered not to demand any customs on the goods which Mr. Sumption may import, and likewise to let him have any place which he may choose for building a factory on. Give him all the assistance in your power and be a friend to him, that he may think himself at liberty in carrying on his trade for the good of the port.

A. D. 1758
The Prince of Scindy.

No. 5.—Copy (*attested under* Codjee Mahomed Yaha's *Seal*) *of the* Perwannah *from* Golam Shah Abassie, *dated* 18*th* Maharin, *or* 22*nd September*, 1758.

Be it known to all commanders, officers, farmers, and inhabitants of Durat Laree-bunder, Aurunga-bunder, Carranchere Darajah Chavatra Massootie, Nakass, Barbundie, Gool Abajur Goozar Rajah Gunt Johibar, Sarkar Chachagom, Charcarhalan, Sarkar Nassepore, Halacandy, Sarkar Suistam, Coodabage, Sarkar Lorah, &c. places belonging to Sarkar, that Mr. Sumption, Gomastah, or agent, did, for and in behalf of the Governor belonging to the English Company of India and Bombay, inform here, that on all the goods he purchases and sells for the Honorable Company he pays no more than one and a half per cent customs on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual; but on all Europe goods which may be sent from Bombay here, and hence to Coodabage, Laree, Multon, &c. or any brought from thence, they are to pay on the same half of what customs and charges (such as passports, convoy, lodging, Duan Towff, Canah, Choukey, &c.) the Multon merchants pay; and should there be such goods as the Multuny never carry, and it be impossible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants pay on the same, but nobody is to demand any thing more; and the same customs, &c. as are abovementioned, they are to pay on the Hing, indigo, &c. goods which they never bought before; and they are also to pay one and a half per cent customs on the saltpetre, be it bought by themselves or by any body for them, in Sircar's place or any where else; but no officers, farmers, &c. are to demand any thing more from them, but let them carry on their trade unmolested; and the above-mentioned goods nobody else shall have liberty to buy. And I further order, that should their goods not be disposed of and they want to carry them back, no custom shall be demanded on them, nor on any provisions which they may provide at Tattah, &c. places, to send on board their ships for their maintenance. They are also not to demand any thing for their gardens, nor in any shape molest their gardener's boats, vessels, &c. conveyances, or send them on any Sircar's business; and it is also ordered, that their chests of linnen may not be opened, or the least hindrance shewn them in passing and repassing, it being contrary to our rules; and in short, no one must presume to make any new customs to their prejudice, by any former rules or rates, or in any shape put any affront on them and their people. They have also free liberty to provide any sort of grain and sell the same, and any Europe goods, at any rate they please. The customs on the Duppers of Ghee, oil, &c. as also on the chests and pots of goods, are to be charged conformable to the weight they put on each Dupper, chest, or pot, without weighing them again; the customs on elephants' teeth are to be received on the amount of sale, when sold, at the same rate

as was usual in the time of the Prince Mahmud Moorod: and should the Governor either buy or build a house for a factory, at Aurunga-Bunder or at Tattah, my said people are to give him all the assistance, that it may cost him a reasonable price; and he is to have all encouragement for carrying on his trade, as it will be an advantage to the Government; but no other nation that wear hats shall have permission for it: and as it is very necessary that I should encourage and please the English, I hereby order, that an entire compliance may be shewn to this, without demanding any new order every year.

A. D. 1758
The Prince of Scindy.

No. VI.

Atchund's Seal.

ARTICLES *of* AGREEMENT *made with* Meah Atchund, *at* Surat, *in* 1759.

Agreeable to your desire I sent a person to you, by whom you advised me verbally of your demands; and with sincerity of heart I now write the particulars I can agree to, which are as follows:

A. D. 1759
Meah Atchund.

ARTICLES.	*Wrote by the Nabob over each Article.*
ARTICLE I.	ARTICLE I.
The Faris Khan shall be appointed to the office of Naib, in its greatest extent, as in the time of Sufdir Khan, and nobody but himself shall interfere in the said post.	Agreeable to this article, I fully consent to Faris Khan's appointment.
ARTICLE II.	ARTICLE II.
That whatever articles Faris Khan has given in writing, or promised to the Honorable Company, the particulars of which cannot be drawn out at present, and must be deferred till we can meet, shall be fully complied with, without the least diminution.	Whatever Faris Khan has wrote, or promised to do for the Honorable Company, I will stand to, without the least alteration,

ARTICLE III.

A. D. 1759 Meah Atchund. That the Mecha gate shall be opened, our troops admitted, and we shall join our forces to drive our enemies out of the town.

ARTICLE IV.

The above articles a person in your behalf demanded, all which I agree to and will comply with; and the Government shall be continued to me in full authority: and to the above I have put my own seal, and Meer Cootbodeen will sign and seal the same, after which you must send a counterpart of this writing, with the Honorable Company's seal affixed.

ARTICLE III.

The Mecha gate shall be opened, your troops admitted, and joined by mine, to drive out the enemy.

ARTICLE IV.

Agreed to, and that we shall act jointly in turning our enemies out of the town.

Wrote by Cootbodeen.

Whatever the Honorable Company have demanded, I agree to.

Cootbodeen's Seal.

A counterpart of the above articles were sealed with the Honorable Company's seal, and sent to Atchund, the 4th of March, 1759.

No. VII.

PERWANNAHS, *&c. granted in* 1759, *relating to the* Castle *and* Tanka, *at* Surat.

A. D. 1759 Perwannahs, &c. relating to Surat. Be peace and happiness with the renowned Mr. John Spencer, Captain of the factory in the city of Surat. By the hands of your Vackeel, your present and Arzee (or request) have been received, and the purport and particular thereof are understood, and your Arzee (or request) to his Majesty has been delivered. The pains you have taken, and the success you have met with, in keeping open the door of Mecha, and delivering our subjects from oppression we are pleased and satisfied with. As to the Firmaund for the government of the castle, and Sunnud for the fleet, which are requested in the name of the English Company, I have given your Vackeel an answer, who will particularly advise you thereof. Let the Pishcash, on this account, be quickly remitted, that it may be presented to his Majes-

ty, and your request thereby granted. In the mean time it behoves you to carry on affairs with alacrity, and be assured that herein nothing on my part shall be wanting to countenance you. A. D. 1759 Perwannahs, &c. relating to Surat.

A Representation *made to the* Mogul, by Mr. John Spencer, *in behalf of the Honorable* English East-India Company.

That by virtue of royal Firmaunds of your Majesty's predecessors, the English hitherto enjoyed favour at Surat, and carried on their business in a reputable manner, till in these days that the Sciddee, usurping an undue authority in the town, used it to the ruin of the city in general, the lives and properties of your Majesty's subjects being made light of by them, and they even proceeded so far as to take away the lives of our people, in direct breach of your Majesty's Firmaund; and, in short, instead of being the protectors of the place, became the oppressors of it, to such a degree, that the just orders of your Majesty were no ways regarded in this city, by their means; and things were come to this pass, that though, in consideration of the Tanka the Sciddee was to protect the bar, yet, so far was he from doing that, that for many months past a large fleet of Sancrajee Punt's Ballajee Row's Naib, entirely shut up the bar, as did a large land force by land, to the infinite detriment of the place and inhabitants in general, without the Sciddee's interfering therein; and there was the greatest reason to believe, that unless some speedy and vigorous measures had soon been pursued, your Majesty's famous city of Surat, the only port of good Massulmen to the tomb of your Prophet, would have been brought to shame. In such circumstances, the eyes of the whole town were cast on us, as the only persons of force sufficient to save the city from the calamities that it then felt, and was still further threatened with; and in consequence of their solicitations to me, though our business in those parts of the world is only trade and merchandize, and we are not desirous of taking or governing cities or countries, yet as all the inhabitants of this place, great and small, were earnestly desirous of it, and I saw it was for the good of the place, I wrote to the General of Bombay on the subject, in such manner, that at an immense expence he sent hither, on our King's ships, a great force of good and experienced men, with a large quantity of artillery and other warlike stores of all sorts, with which I have had the happiness to procure safety to the city and ease to the inhabitants, and have procured an entire currency to your Majesty's orders in the place; and your Majesty's authority, by all ways in our power, will be preserved in the place as it used to be, and you will consider the English as desirous of receiving your orders, such being the intention of the Governor of Bombay and myself, whose whole power will be used to maintain the castle that we have possessed ourselves of for your Majesty, and to preserve the bar and sea open against all opposers, on your behalf; for we shall not apply the Tanka you

A. D. 1759. Perwannahs, &c. relating to Surat.

have granted for this purpose to others, as has hitherto been the case: and since our having done this, the enemies that surrounded the place, both by sea and land, to its great prejudice, have been removed. We are always ready for the safety of the castle and the city, with its inhabitants, and therefore hope for your Majesty's favour in behalf of the Honorable English Company, for whose good services, on this occasion, I must refer your Majesty to the representation of the inhabitants of the place.

N. B. There accompanied this a letter to the Vizier, much to the same purpose, requesting his countenance. Letters went also in the name of the Governor of Bombay on this occasion, to the King and Vizier, referring in general to the above; and the whole was attended with a representation of the town in general on our behalf, under the seals of the Naboo Naib Codjee the head Sciads and officers, and the heads of the merchants in general.

PERWANNAH *under the* Vizier's *Seal, for* Sciad Moynadeen Khan *to act as Governor of* Surat.

By the advices received here from Surat it has been made known to his Majesty, that you, with the consent, and at the desire of the inhabitants, are arrived there, and that afterwards the Honorable Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan, came and turned out Sciddee Ahmed, who had possessed himself of his Majesty's castle, and greatly oppressed our subjects; and that thereby the city is now at ease, and the inhabitants satisfied: therefore it behoves you to act as may be most conducive to the good of the city and his Majesty's affairs, that every body may follow their calling without fear, and the city flourish. Let this be implicitly obeyed. On the 2d of Shabaun, and the sixth year of the reign of his present Majesty.

HOOKUM *(or Order), under the* Vizier's *Seal to* Mr. Spencer, *to assist and advise with* Sciad Moynadeen Khan *in the Government of* Surat.

Be it known unto the Honorable Mr. Spencer, Captain of the Factory in Surat, that in these days advice has been received, that with the consent, and at the desire of the inhabitants of the Bunder of Surat, the renowned and brave Sciad Moynadeen Khan Behauder came into the place, and that afterwards you, with the renowned Faris Khan, came and turning out Sciddee Ahmed from the King's castle, which he had possessed himself of, and given much trouble to the subjects by oppression and otherwise, gave ease and satisfaction to

A. D. 1759.

Perwannahs, &c relating to Surat.

the inhabitants of the place, with which we are well satisfied; and it now behoves you to advise with, and, in conjunction with the above renowned, so to carry on matters, as may be most conducive to the good of the place and the honour of his Majesty, by assisting one another. Let this be done. On the 2d of Shabaun, in the sixth year of the reign of his present Majesty.

HOOKUM, *under the* Vizier's *Seal, to the subjects and Inhabitants of* Surat, *to acknowledge and assist* Sciad Moynadeen Khan *as Governor of* Surat.

Be it known unto all the principal Sciads, Shaiks, and otherwise and old men of understanding, as also to all the merchants and others, our subjects, inhabitants of Surat, that his Majesty is made acquainted, by advices from thence, that by your consent, and at your desire, the brave and renowned Sciad Moynadeen Khan is come there, and after him Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan, came and turned out Sciddee Ahmed, who possessed himself of his Majesty's castle, and greatly oppressed our subjects, and that thereby the city is now at ease and the inhabitants satisfied: therefore it behoves you, in all respects, to assist and advise the said Moynadeen Khan, and with one accord to concur in every thing for the good of the place, which I would have implicitly obeyed. On the 2nd of Shabaun, and the sixth year of the reign of his present Majesty.

HUSBULHOOKUM, *under the Great Seal of the* Nabob Vizier Ulma Mulck Nizam-ul-Mulck Behauder.

Be peace unto the high and renowned Mr. John Spencer. The courage and conduct you have shewn in his Majesty's service, for the good of our subjects, the inhabitants of Surat, are made known to his Majesty, and their letter, expressing their satisfaction therewith, has also been shewn, with which his Majesty is well satisfied and praises you: therefore, upon this account he has been pleased to order this Husbulhookum to be sent you, that you may take care of his Majesty's castle, and take the preservation of the trade of these seas particularly upon you, so that the inhabitants of Surat may carry on their business and live in ease and quiet, and the ships and vessels going to and coming from the most remarkable ports, as well as others, be in no fear from rovers and pirates. The Firmaund for the government of the castle, and Perwannah for the fleet being given in charge to the English Company, shall be sent you from court. On the 1st of the month of Zickat, and the sixth year of the reign of his present Majesty; the 24th of June, 1759.

A. D. 1759

Perwannahs, &c. relating to Surat.

N. B. The Husbulhookum to the Governor is in the same words as the above, only that to the epithets, "high and renowned," are added "brave and courageous."

PERWANNAH, *under the* Coochuck *(or small Seal) of the* Nabob Vizier Ulma Mulck Nizam-ul-Mulck Behauder, *to* Mr. John Spencer.

The Arzee of the high and renowned, with the present and letter expressing the merchants' satisfaction, have been received by the hands of Hadee Khan. The conduct and courage you have shewn for the good of the inhabitants of Surat and his Majesty's service, have been in a particular manner made known to him, with which he is well pleased and praises you for. It now behoves you, with a satisfied mind, particularly to look to the peace of the inhabitants and the preservation of his Majesty's castle, and to take care that the trade of the seas is kept open and safe; that the Hadjees, or pilgrims, and merchants, meet with no trouble and impediment, and that the ships, to and from the renowned and other ports, may be safe from any fear of violation from rovers and pirates. The Firmaund for the government, and Perwannah for the fleets being given in charge to the English Company, shall be sent you from court.

——— No date.

PERWANNAH, *under the* Coochuck *(or small Seal) of the* Nabob Vizier Ulma Mulck Nizam-ul-Mulck Behauder, *to* Mr. John Spencer.

High and renowned, the Tohod, or sums usually remitted from Surat, are now much wanted at court, and his Majesty is pressing for them. As yet what money the renowned Moynadeen Khan may have sent is not received, therefore Perwannahs have been wrote to hasten him in that respect; but it likewise behoves you to press him on this head, and procure the remittance of the Tohod by bills, as soon as possible. Look upon this as absolutely necessary.

FIRMAUND *under the* Great Mogul's *Seal, and under-sealed by the* Vizier, *for the Honorable* Company's *holding the Government of the Castle of* Surat.

Torah, or Verses, from the Khoran, in Arabic	The Great Seal of the King's Names in Persia.

Let the renowned among the people, the English Company, hope for his Majesty's favour; and be known unto them, that in these

happy and victorious times, his Majesty has been pleased, out of his great grace and favour, to grant unto them the Killedaree, or government, of the castle of Surat, on its being taken from Mauphez Ahmed Khan: it therefore is requisite, that they should be very grateful for this his Majesty's favour, and look particularly to the welfare of the castle, keeping proper order and discipline among the troops, and having provisions, stores, and ammunition always in readiness, as has been usual, which is strictly and especially required of them by his Majesty.

A. D. 1759
Perwannahs, &c. relating to Surat.

Given on the 11th day of Maharin, and in the sixth year of his Majesty's reign, or 4th of September, 1759.

At the back of the Firmaund is the Grand Vizier's seal, and all his titles wrote at length.

DUSTUCK *(or Order) under the* Khan Sumaun *or Steward's Seal, for the Honorable* Company's *holding the King's Fleet.*

The Dustuck, in the name of the noble and renowned English Company, is as follows: By his Majesty's Husbulhookum, the office of Deroga of the great fleet, belonging to the Bunder of Surat, vacant by the dismission of Sciddee Yacood Khan, is now delivered into your charge: therefore it behoves you to execute the said office with great care and circumspection, and carry on the business of it justly and with moderation. Look on this as absolutely required of you.

Dated the 2nd day of Maharin, in the sixth year of his Majesty's reign; the 26th of August, 1759.

At the back of this is the seal of Zechal Doulat Fidaudin Khan Behauder, who is Khan Sumaun, or Steward to his Majesty, whose prerogative it is to grant this order.

AN ORDER, *under the* Vizier's *Seal, to* Sciad Moynadeen Khan, *Governor of* Surat, *regarding the Payment of the* Tanka, *on Account of the Fleet, to the Honorable* Company, *&c.*

To the brave, noble, renowned, and careful Sciad Moynadeen Khan Behauder, on whom is his Majesty's favour: The Vackeel of the English Company having represented, that as the Deroga, or post of the great fleet, belonging to the Bunder of Surat, under the Soubah of Amedabad, on the dismission of Sciddee Yacood Khan, Killedar of Dunde Rajahpore, from the said post, had been granted

A. D. 1759

Perwannahs, &c. relating to Surat.

his constituents, he hoped that a Perwannah, or order for the Tanka, account the troops of the fleet, as has been usual since the time of him who is now in Heaven (meaning Aurungzebe), among the other charges of Surat, exclusive of what is sent to court, might be given him in your name. From the archives of the kingdom it appears that this office was in the hands of Sciddee Yacood Khan, and that in the twenty-third year of the reign of Mahmud Shah he procured an order on Tegbeg Khan, then Governor, for the annual payment of two lacks, according to custom, besides what was sent to court. Now in these days, the office of Deroga of this fleet, on the dismission of Sciddee Yacood Khan, has been granted to the said Company, as has been usual under the Dustuck, or order of the Khan Sumaun (or steward), and dated the 2nd of Maharin, and sixth year of the present reign; therefore I now write you, that you may pay unto them, account charges for the forces of the fleet, the usual Tanka of two laçks every year, agreeable to the hereafter order, among the other charges, exclusive of what is sent to court; and let the accounts and papers relative thereto be transmitted hither.

Dated the 25th of Maharin, and sixth year of the reign of his present Majesty, or 18th of September 1759.

On the back of this Perwannah is the Vizier's seal, and the Zimra, or certificate, from the several officers and registers at Court, setting forth as is above related in the Perwannah, and that the Vizier had given orders for registering the Arzees and orders given thereon.

An HOOSBULHOOKUM, *under the Seal of the* Nabob Vizier Ulma Mulk Behauder, *to the* English Company, *accompanying the* Firmaund.

May his Majesty's favour ever remain upon the brave and noble English Company. It has pleased his Majesty to grant unto you the office of Killedar (Castle Governor) of the Bunder of Surat, vacant by his dismission of Mauphez Ahmed Khan, as also the office of Deroga of the great fleet of the said Bunder, vacant by the dismission of Sciddee Yacood Khan; therefore agreeable to his order, you are now directed to take particular care of the proper execution of the above offices, by looking well to the welfare of the castle and preservation of the merchants, &c. on the high seas, keeping them clear of pirates and rovers who may infest them. This is positively required of you.

An HUSBULHOOKUM *from the* Vizier, *to* Mr. Richard Bourchier.

It has pleased his Majesty to grant unto the brave and noble English Company the Office of Killedar of the Bunder of Surat, vacant by the dismission of Mauphez Ahmed Khan, as also the Office

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of Deroga of the great fleet of the said bunder, vacant by the dismission of Selddee Yacood Khan; therefore, agreeable to his order, this is wrote you, to direct that according to the directions and advice of the said Company, you take all the care in your power for the proper execution of the said Offices, by looking well to the welfare of the Castle, and preservation of the trade and merchants on the high seas from pirates and other rovers. Of this you are required to be very careful.

The Husbulhookum to Mr. Spencer the same as the above, except two or three words, which are almost synonymous.

To Atchund, the same, and directing him to give the Company all the assistance he can in the execution of these Offices.

No. VIII.

Articles *of* Agreement *with the* King of Cotiote, *dated the* 23*rd August*, 1759.

ARTICLE I.

A. D. 1759
The King of Cotiote.

If at any time the French, or other power, shall attempt to annoy any part of the Honorable Company's districts, or the chief for the time being shall have notice of such an intention, and for the defence thereof applies to the King Regent for his assistance, he promises immediately to furnish any number of his Nairs, or musqueteers that may be desired, not exceeding six thousand; and those who come are to be paid by the Company, during their stay in their service, as follows, *viz.* Three measures of rice, Company's measure, and four Bejas per day, to every common Nair; and four measures of rice, same measure, and eight Bejas, to every Moopa.

ARTICLE II.

The Nairs which the King may send to the Company's assistance are to be under command of such of their (the Company's) officers as may, from time to time, be appointed by the Chief; and as the King's levying his troops is attended with an extraordinary charge, it is agreed, in consideration thereof, on his beginning so to do, that the Company allow him the sum of two thousand Rupees; but if it should happen that hostilities cease before proclamation of peace, or a war begun, and on that account the King's troops are returned, and yet again be required, before the expiration of twelve months from their first coming, they are to be remanded, without any fresh allowance being made the King; though in case they should not be required

A. D. 1759 The King of Cotiote.

till the commencement of another twelve months from the time above-mentioned, another allowance of two thousand Rupees is to be made the King, as his then levying them will be attended with the like extraordinary expence as before. And to the families of those who may die fighting in the Company's cause they agree to give them as follows, *viz.* To those of the officers from 340 Fanams to 750 Fanams each, according to their respective ranks; and to those of the common Nairs, from 120 to 240 each, according to theirs, in like manner as the King would do, which he is to declare by Ola: and those who shall be wounded, the Company will either cause to be cured by their or a Malabar doctor, at their expence, or if they rather choose to obtain their own cure, 300 Fanams are to be given to each officer, and 150 to every common Nair, for that purpose.

ARTICLE III.

Should the Company, at any time or times, require a number of the King's Nairs to their assistance, not exceeding five hundred, they are not to make him any levying allowance on such account, but only for what may be wanted from that number to six thousand; and provided that during the stay of a supply from five hundred upwards, the King resides at or on this side of Cotiote, the Company are to allow him two hundred Fanams per day for his expences, exclusive of the two thousand Rupees (as per Article II.) to be given him on his beginning to levy his troops.

ARTICLE IV.

For the better preservation of the friendship subsisting between the Company and the King, and for the freedom of their commerce in his dominions, the King promises not to suffer any European nation but them to purchase pepper, cardemoms, or sandal-wood therein; and the Company are annually to present him, at the feast of Onah, with the sum of twelve hundred Fanams, on receiving an Ola from him requesting it.

ARTICLE V.

On any enemy's invading the King's territories, the Company agree to supply him with powder, ball, flints, and other warlike stores, at the prices undermentioned, together with the money and rice, to the amount of 1,50,000 Fanams, including the amount he may at such time be indebted; all which, if the King repays within twelve months, no interest is to be charged; but if not, to run at ten per cent per annum. The Company shall, however, first endeavour to accommodate matters amicably; but if the enemy will not attend to such propositions as may be judged reasonable, the Company will not attend to such propositions as may be judged reasonable, the Company will then assist the King, in order to subject the said enemy, with men properly equipped, with mortars, cannon, &c. he defraying the expence, giving the same pay to their Nairs and Calliquilones as above agreed by them to give his Nairs, and to the military in like manner

as the Company when they employ them on such occasions; and to the killed and wounded, the same as the Company are to give those belonging to him. A. D. 1759 The King of Cotiote.

ARTICLE VI.

If the King should wage war against any enemy (except the Prince of Cherrika) the Company agree to assist him with powder, shot, &c. at the prices below, together with money to the amount of 75,000 Fanams, including likewise what may at such time be indebted.

ARTICLE VII.

On the Company's taking arms offensively against any power whatever (except the French), the King promises to afford them the assistance stipulated in the first article of this agreement, and on the same terms; and should the Company proceed against any of the fortifications belonging even to the French, the King engages not to assist them (the French) in any shape, but contrariwise, to man the Company's forts with his troops, if required, during the absence of their own forces on such expedition: but if the French henceforward grant the King's enemies succours of any kind whatever against him, he obliges himself to act in conjunction with the Company offensively against them, whenever they may think proper.

Prices of the warlike stores to be supplied the King, *viz.*

Gunpowder	at 46	Rupees,	per barrel.
Lead	60	ditto	per candy.
Ditto balls	66	ditto	ditto.
Iron	75	ditto	ditto.
Flints	2	ditto	per hundred.
Goa paper	7	ditto	per ream.

EXPLANATION.

The reason of this being consented to, was, on being convinced that his expences are greater, when he resides at any of those palaces, than at others, on account of the number of people who resort daily to him, and to whom he is by custom obliged to give provisions.

No IX.

FIRMAUND *from the* Rajah *of* Soundah, *in* 1760.

Vekrum Servecher, Margeser Buhoot Dismey, or about the 24th of December, 1760.

Sereipnan Nao Maha (Mibhoo of Soundah).
Sevajee Mudoo Sudasaw Rayenderoo.

This Firmaund is granted unto Robert Gambier, belonging to the Honorable English East-India Company, at Onore, according to the A. D. 1760 The Rajah of Soundah.

A. D. 1760. The Rajah of Soundah

application made to us by Luximycant, who has desired to enter into an engagement with us, about the pepper produced in our dominions: we, therefore, have granted you this writing, whereby we allow you full liberty to purchase all the pepper produced in our country, of the Zuxendars or Prezaguls, except what is due unto us for our customs, Habadoy, and all other fees included, eleven Chanouree Pagodas per each Neese; and this liberty we grant you for the full space of one year, and have accordingly issued the necessary orders to our custom-masters and officers.

RAJAH OF SOUNDAH.

N. B. A Chanouree Pagoda is about three Rupees and two quarters; and a Neese about twenty Maunds and three quarters of Onore weight.

No. X.

The ROYAL GRANT *of* King Baddacalamcur, Regent *of* Colastria, *dated the 9th September*, 1760.

ARTICLE I.

A. D. 1760 The King of Colastria.

Of our free and good will, we confirm to the English Company all their grants and privileges in our Kingdom, given them by our ancestors; also the Agreement entered into with our younger brother, to be and remain unalterable for ever.

ARTICLE II.

Whereas all the pepper produced in our country is permitted by these grants to be bought by the Company, without any impediment, also for them to impede any one transporting thereof; we now, in order the more firmly to establish this privilege unto them, and especially to prevent the Dutch, or any one else, purchasing the pepper of Rhandoterrah, further consent to the Company's placing their people, both by land and sea, in any part they may judge proper to frustrate it; and if, for this purpose, the Chief of Tellicherry shall request our assistance, we hereby promise to afford it in like manner as he may desire it.

ARTICLE III.

All vessels, of what kind soever, drove on shore by stress of weather, or other accidents, in the dominions of Colastria, are, by the laws thereof, the sovereign's property; but should any one belonging to the English Company, or having their sealed pass, happen to run ashore in any part of our dominions, we promise not to seize thereon, but rather to be aiding, so as to prevent, as much as possible, any damage or loss accruing to the said vessel or her cargo, and to restore her to the Company for account of the lawful owners.

ARTICLE IV.

A. D. 1760

The King of Colastria.

Having frequently experienced maleficent and disobedient behaviour in our heir, Unnamen Tamban, we are determined to reject him, and take such other as, on consulting with the Chief of Tellicherry, he may approve; though in case Unnamen Tamban returns to his obedience, with the Chief's consent, we will retake him for our heir: and should any of our successors happen to be brotherless or nephewless, and be necessitated to constitute some other Prince, more distantly allied, their heir, we agree, that he shall first advise with the Chief, for the time being, of Tellicherry, and not appoint him but with his approbation.

ARTICLE V.

At the expiration of forty days we will come again to Tellicherry, and cause a calculate to be made of the amount customs we receive from the Company, and those trading under their protection in our dominions, agreeable to which we will agree to accept of a certain stipend to be paid us annually, in lieu thereof.

An OBLIGATION *given by the* King Regent *of* Colastria, *the 9th September*, 1760.

ARTICLE I.

Whatever balances may be due to the Honorable Company from the Princes of the palace of Palliquilote, on the adjustment of that account with my ministers, together with that owing by the four chiefs of Payenalt (who are the Achamars of Rhandoterrah) on Rhandoterrah, with the interest thereon, agreeable to their obligation, also the amount of what the King may be supplied with in his present exigency, his Majesty obliges himself to discharge, out of the annual rents of Rhandoterrah Poddateddattu Naudu, situated to the southward of Nelleaseroom, and Cunhangalattu, to the southward of said Poddateddattu Naudu, until the whole is paid off; and to that effect, his Majesty hereby mortgages to the Company the revenues of those places.

ARTICLE II.

The district of Rhandoterrah having, for these eight or nine years past, been greatly oppressed with heavy rents and fines, to its great detriment, and which, if continued, will end in the total ruin thereof, particularly the pepper plantations there, whereby the Company will receive great prejudice, the King promises to alleviate the rents of the said place, also to moderate the fines, by not letting them together exceed twenty-five per cent.

A. D. 1760

The King of Colastria.

ARTICLE III.

When the Company are paid the debts above-mentioned, with the interest that shall arise thereon, this obligation is to be null and void.

ARTICLE IV.

At the expiration of forty days, when the King comes hither, and settles the annual allowance to be paid him in lieu of the customs of Tellicherry, &c. then also will be taken into consideration, what part of the interest on the Achamar's debt can be remitted him.

A Privilege *granted by the* King Baddacalamcur, *Regent of the Kingdom of* Colastria, *on the* 22*nd of November*, 1760, E. S. 9*th of November*, 936, M. S.

Be it known to all, that I, the King Baddacalamcur, Regent of the Kingdom of Colastria, taking into consideration the many services, favours, and assistances received by our Palace of Pally, from the Honorable English Company, as well in the time of our ancestors as in our own, especially in the difference which was of late between us and our nephew, Prince Unnamen, wherein we experienced a firm and faithful friendship from the Company; in consequence whereof, by this our royal writing, over and above all former privilege, we give and grant to the said English Company, our whole right of collecting customs, in all and every place under their protection, throughout our dominions, from this day forward for ever; in lieu of which, the Company shall be obliged annually to pay us the sum of twenty-one thousand (21,000) silver Fanams, wherewith we are satisfied, and against which our heirs and successors have nothing to object, nor shall at any time; it being done of our own free and good will, and passed with our sign royal.

No. XI.

Articles *of* Agreement *with* Sciddee Hillol, *on the Part of himself and the Inhabitants of* Jaffrabad, *dated the* 3*rd January*, 1761.

A. D. 1761

The Sciddee of Gingerah.

Sciddee Hillol professes himself a servant of Sciddee Yacood Khan, of Gingerah, and faithfully promises obedience to all lawful orders of the said Yacood Khan and his successors.

Sciddee Hillol having received many favours from the Honorable English Company, and being promoted to the Fouzdarry of Jaffrabad by their interest and intercession with his master, Sciddee Yacood

Khan, to testify his gratitude to them, and to promote the welfare of the inhabitants of Jaffrabad, has entered into the following articles, as the foundation of a firm and lasting peace, *viz.* A. D. 1761 Sciddee of Gingerah.

ARTICLE I.

That a strict friendship is now entered into between the English, in all parts of India, and the inhabitants of Jaffrabad, alias Musafarabad.

ARTICLE II.

That no boats or vessels, with English passes and colours, shall be molested on the high seas, or elsewhere, by those of Jaffrabad; and all Jaffrabad trading boats, with Sciddee Hillol's pass and colours, be treated as friends by the English.

ARTICLE III.

All boats and vessels of both parties, being in distress, and going into the ports of one another, shall have all possible assistance afforded them, and liberty given to go away when they please, as is customary between friends.

ARTICLE IV.

That the merchants of Bombay and Jaffrabad have free liberty of trade to those and all other parts under their respective jurisdictions on paying such duties as are established now, or may hereafter be settled.

ARTICLE V.

That the Honorable Company's cruisers shall not be subject to anchorage, or any other fees of that nature, paid by merchants' boats.

ARTICLE VI.

The inhabitants of the adjoining country of Jaffrabad often making use of the name of Jaffrabad merchants, to get the Honorable Company's pass, and afterwards employ their boats in pirating, it is agreed, that Sciddee Hillol shall give letters to merchants only and those such as he is well assured are fit to be trusted; and that none but such as produce his letters shall have the Honorable Company's pass granted them.

ARTICLE VII.

Sciddee Hillol promises not to give his pass to any of the Jaffrabad cruising boats, nor to those of Sultanpore, or any pirates whatever.

ARTICLE VIII.

In case any Jaffrabad boats are taken or detected in molesting, seizing, or plundering any vessel, with English pass and colours, the Honorable Company may treat such boats and their crews in what manner they please.

A. D. 1761

Siddee of Gingerah.

ARTICLE IX.

That Sciddee Hillol will use his best endeavours to supply Bombay with live cattle, whenever occasion may require, they being paid for on delivery.

ARTICLE X.

As Sciddee Hillol is desirous of increasing the trade of Jaffrabad, he has requested that the merchants of that place, who shall procure his pass, may be permitted to trade to Surat with freedom, and enjoy the privileges granted them many years since: it is agreed, that the Honorable the President and Council shall recommend to the Chief any factors at Surat, to procure from the Government a full and free permission for their trading thither, and enjoying all their ancient privileges, taking care that they meet with no oppressions whatever.

ARTICLE XI.

Sciddee Hillol faithfully promises to use his endeavours to bring the Sultanpore Coolies to articles of Agreement, not to molest the ports of Broach, Jamboseer, Cambay, Gogo, &c.; and in case the Coolies will not be prevailed upon in this point, Sciddee Hillol engages to join with us in an expedition against them; he with his land forces, and we with our fleet.

ARTICLE XII.

The city of Surat and the town of Bownagur being under the protection of Surat Castle, now in possession of the Honorable Company, by virtue of the King's royal Firmaund, the merchants and inhabitants of both places are comprehended in this Treaty; therefore, should they be treated with violence in their trade or persons, by the Jaffrabad boats or forces, the Honorable Company will resent it.

ARTICLE XIII.

In case vessels or boats shall be wrecked on the coast of Jaffrabad, or any where within its jurisdiction, belonging to the English, Sciddee Hillol faithfully promises, that all assistance shall be given suitable to the occasion; and should their vessels, their cargoes, sails, stores, &c. afterwards be saved, every article shall be restored to the owners, without his detaining or keeping the least part thereof, under any pretence whatever; and the Honorable Company engage to do the same by any trading vessels or boats belonging to Jaffrabad, which may have Sciddee Hillol's pass and colours, and meet with the like misfortune, in any port or place of their jurisdiction.

In confirmation of the foregoing articles, the seals of the Honorable Company and Sciddee Hillol are affixed to two papers, of the same tenour and date, one to remain with the Honorable the President and Council of Bombay, and the other with Sciddee Hillol.

Bombay, the 3rd January, 1761, or the 25th of Jamudilavoe, 1174.

No. XII.

Three Perwannahs *from the* Prince *of* Scindy, 1761.

A Perwannah *granted by* Golam Shah, Prince *of* Scindy, *on the* 22*nd April* 1761.

A. D. 1761

The Prince of Scindy.

Be it known to all Faquirs,* Governors, or other officers, who now are or hereafter may be in authority, in the department of customs or farms at Tattah, Shah-bunder, Aurunga-bunder, Carrachu or Darajah, the customs on cattle, &c. called Nukash, package, grain, Buzar customs on leather, and the Gott Chuabar, the Sircar of Chachlon and Choker-holla, the Sircar of Narsipore, &c. Hallacundu, the Sircar of Sevestan, Coodabad Ruree, and all other places within our dominions, that the Noble Mr. Erskine, an Englishman, and resident for affairs of the potent, magnificent, and Honorable English Company, in Scindy, being come to our court, for the more firmly establishing the factory of his superiors, has requested, and we have, on account of the strict friendship subsisting between us and the said Honorable Company, granted, and do hereby particularly order, that besides the English, no other Europeans shall either import or export goods or merchandize, or come and go upon that account within the dominions of Scindy, or the Soubah of Tattah and Buchor, or any other of the Bunders under our authority.

Whatever goods or merchandize, belonging to the said factory or its dependents, shall be imported at any of the Bunders, are to be exempted from paying any import customs, agreable to our former grants, and therefore none are to be demanded. If they carry goods either from the Bunders to Tattah, up country, on paying the customs they did formerly, certificates must be given them, and nothing further is to be demanded, on any account, that they may carry on their trade with ease and satisfaction. Whatever goods they may export from any of the Bunders are to pay one and a half per cent agreeable to our former Perwannah; or if goods are purchased by them, and exported from Tattah, they are to pay such customs as were before usual, and nothing further is to be demanded. No other merchant but the aforesaid Resident is to purchase for exportation any of the saltpetre that may be produced in Scindy, or within our dominions; or if they purchase and export this article, they shall be punished, in such a manner as shall deter them for ever again interfering in that trade. Whatever saltpetre the aforesaid Company's Resident shall either extract in any part of our dominions, or purchase of other merchants, and refine, the custom farmers, at such places, shall receive the customs thereon, as formerly, that the said Company's dependents may carry on this trade to their satisfaction. If they dispatch their own Dingeys, Gallivats, or other vessels to the Bar, after proper precautions, permissions shall be granted, and they

* Faquirs is a title given to all Scroys, or those of the Prince's tribe.

A. D. 1761
The Prince of Scindy.

meet with no impediment, which is to be strictly observed; or if their said vessels are sent up and down the river on their factory business, and passing under Shah Gurr, or by the guard-vessels, &c. on permission granted, they are not to be stopped, that they may come and go without trouble. Should it happen, which God forbid, that any of their ships, Gallivats, boats &c. should run ashore, or be wrecked, either on our bars, coasts, or without our rivers, our officers in such places are to assist them; and whatever effects may be saved, belonging to such vessels, whether rigging, necessaries belonging to the crew, or other goods, are to be delivered, to the smallest item, to the Resident aforesaid, he paying reasonably for the labour and pains of those who may assist in saving them. Should the aforesaid Resident choose to build a brick house at Shah-Bunder, or make a garden for his recreation, on any spot of ground he may like, he is to receive all the assistance possible for doing it quickly; and whatever former Sununds they have received are to remain in full force, and not to be objected to or disputed, on any account. It being our pleasure to satisfy the said Honorable English Company, therefore the above must be strictly observed, and no new Perwannahs demanded.

Dated the 16th of Ramazan, 1174,
or 22nd of April, 1761.

A PERWANNAH *granted by* Golam Shah, Prince *of* Scindy, *on the* 23*rd April* 1761.

Be it known to the officers of the customs, or farmers of the revenues, appertaining to the Jummeedaree of Shah-bunder and Cachrawly, that at this time Mr. Erskine Resident for the Honorable English Company in Scindy, has requested that all their vessels might be exempted from paying the Moree of twenty-five Rupees on each vessel, formerly paid the Imaum; and we, being willing to grant his request, do therefore exempt all their vessels from paying the said Moree of twenty-five Rupees on each vessel, and now order you not to demand the same; but if more than the sum of twenty-five Rupees was formerly paid for each vessel, the overplus is to be recovered.

Let this be strictly observed.

Dated the 17th of Ramazan, 1174, or 23rd of April 1761.

A PERWANNAH *granted by* Golam Shah, Prince *of* Scindy, *on the* 22*nd April*, 1761.

Be it known to all Faquirs, governors, and other officers, who now are, or hereafter may be employed or concerned, either in the collection or farming the customs, from the sea to Raree, and all othe-

places within our dominions, that Mr. Erskine, Resident of the Honorable English Company's factory in Scindy, and their other servants and dependents, send boats and camels up and down in our dominions, with trade and merchandize: you are, therefore, on seeing this Perwannah, not to demand the usual charges of Moree, Misree, or Goozurbance or Sooze, and employ them on our business, on any pretence whatever; nor is any person belonging to us, on any of the above accounts, to impede, or otherwise stop or hinder boats or camels belonging to them, that they may carry on their business without difficulty, and make the customs increase.

A. D. 1761
The Prince of Scindy.

Let this be most punctually observed, and no person offer to dispute it.

Dated the 16th of Ramazan, 1174, or 22nd of April 1761.

No. XIII.

ARTICLES *of* AGREEMENT *made with* Seuram Punt Tatiah, *in Behalf of* Madarao Balajee, *Son of* Balajee Badjeerow, Pundit Punt Purdan, *dated the 14th of September*, 1761.

ARTICLE I.

A. D. 1761
The Marattas.

That such of the Maratta officers who have presumed to stop any Pattamars and obstructed the business of the English, by any impediments whatever, shall be severely punished for such their offences; and to prevent the like happening again in future, strict orders shall be issued immediately for that purpose, which, if not found sufficient to answer that end, the English are to acquaint Madarao thereof; and if redress is not obtained in reasonable time, if the English then take satisfaction of such offenders, in whatever manner may by them be thought proper, it is not to be deemed a breach of friendship between the two Governments.

ARTICLE II.

That ample satisfaction shall be made, within two months from the date hereof, to all merchants trading under the Honorable Company's protection, who have suffered in their property, by any unjust or illegal actions of the Maratta officers or subjects, in any place, shape, or manner whatever; and rigid orders issued, that all assistance be afforded, in future, to any vessel or vessels in distress, having English colours or passes, without subjecting the owners or proprietors thereof to any impediments, under the pretence of their being wrecks, from the splitting of a sail, the breaking of their masts or yards, and such trifling misfortunes; whereas no vessels are to be

A. D. 1761 The Marattas.

deemed wrecks, but such as are drove ashore, and there break to pieces by stress of weather; when the Maratta officer and the people of the vessels are to join in saving all that is possible, which must be lodged in secure warehouses, and then one half of what is so saved shall belong to Madarao, and the other half to the owners.

ARTICLE III.

That all Europeans and natives, either soldiers, seamen, or others, in his Britannic Majesty's or the Honorable Company's pay, who may hereafter desert from Bombay, shall be immediately secured, and returned to the nearest English settlement to such place where they may be apprehended upon landing in any part of the Maratta country; the Governor having promised all such a free pardon, and to pay any reasonable charges that may be incurred on the occasion. In like manner shall be delivered up all deserters, in the English pay, from Surat, on their being known, or immediately on receiving notice of them, within the Maratta limits, it not being in their power to speak more positively with respect to those of Surat, as the country thereabouts is open, and numbers go through it without being known. It is also agreed, that whatever people, Europeans of all nations excepted, who are in the service of Madarao, and may desert therefrom to the English, shall be delivered up on the same terms and conditions.

ARTICLE IV.

That proper people shall be forthwith dispatched, for restoring the whole jurisdiction and territories of Rajahpore to the Sciddees of Gingerah, in the same condition and manner as they remained before invaded and attacked by Ramajee Punt, which country is not to be molested in future by any of the Maratta officers or subjects.

ARTICLE V.

That all prisoners taken by the Marattas or Sciddees, subjects of either Government, and now in their possession, shall be sent to Bombay, within one month from the signing of these articles, and mutually restored by the Governor to their freedom; and all hostilities between the Marattas and Sciddees shall cease from this time.

Lastly, That proper orders shall be instantly dispatched to all the Maratta officers, requiring them to shew a due obedience to these articles, which are to be confirmed under Madarao's seal, and transmitted to Bombay with all possible expedition, after the signing and sealing thereof; when a counterpart of the same is to be executed by the Governor, and transmitted to Poonah.

In confirmation of all which, I, Govind Seuram Punt Tatiah, have to this instrument interchangeably set my hand and seal (in behalf of Madarao Balajee Pundit aforesaid) at Bombay, the 14th of September, 1761.

AN ADDITIONAL ARTICLE.

A. D. 1761
The Marattas.

As to what relates to the restoration of Undery Fort, and the country appertaining thereto, is submitted to Madarao's generosity, in full expectation that he will deliver them likewise, or assign over, in lieu thereof, such lands belonging to him as will prove an equivalent thereto. The same day and year above written.

No. XIV.

ARTICLES *of* AGREEMENT *made with the* King *of* Cartenuddu, *on the* 30*th December*, 1761.

ARTICLE I.

A. D. 1761
The King of Cartenaddu.

The pepper, sandal-wood, and cardemoms, produced in the kingdom of Cartenaddu, shall be contracted for by the English Company, without any impediment, they advancing for and buying them at the current prices, and paying the King eleven Fanams and a quarter as duties, on each Candy of pepper, and on all the articles agreeable to the custom of the country.

ARTICLE II.

If at any time it should happen, that any vessel, whether large or small, with the Honorable Company's sealed passport and English colours, be drove ashore in the kingdom of Cartenaddu, on the chief, for the time being, writing to the King, he promises to deliver up the said vessel and her cargo, the Company defraying any expence the King may be at, in placing guards for the better safety thereof,

ARTICLE III.

Any person or persons who may desert the Honorable Company's service, whether with arms or without, if found in the kingdom of Cartenaddu, the King obliges himself to seize and send back, provided that on his application for pardon it is granted.

ARTICLE IV.

Whoever of the King's subjects may in future, become the English Company's contractors, as long as they shall continue punctual to

A. D. 1761
The King of Cartenadda.

their engagements the King promises to protect and countenance them; but those who do not, on a representation being made to the King, he obliges himself to compel them, or their heirs, to satisfy what they may be indebted to the Company.

ARTICLE V.

On any enemies commencing hostilities against the English Company, if they have occasion for the King's assistance, he engages to supply them with five thousand musqueteers, till such occasion may subside, the Company paying them in like manner as the King shall advise himself does; and contrariwise, when an enemy shall commence hostilities against the King, or if it should happen that any of his subjects should rise in rebellion against him, the Honorable Company promise to assist him with their troops, ball, powder, and arms, as far as they are able, the stores at the same prices their friends have them at; and the King obliges himself to pay for them immediately on their being received.

No. XV.

Articles *of* Agreement *made with* Shaik Sadoon, *of* Bushire, *the* 12*th April* 1763.

ARTICLE I.

A. D. 1763
Shaik of Bushire.

No customs or duties to be collected on goods imported or exported by the English; and, in like manner, only three per cent to be taken from the merchants who buy or sell to the English.

ARTICLE II.

The importation and sale of woollen goods to be solely in the hands of the English; and if any person whatever attempts to bring woollen goods clandestinely, it shall be lawful for the English to seize them. This article to take place in four months from the date hereof.

ARTICLE III.

No European nation whatever is to be permitted to settle at Bushire, so long as the English continue a factory here.

ARTICLE IV.

The brokers, linguists, servants, and others of the English, are to be entirely under the protection and government of the English; nor is the Shaik, or his people, in any shape to molest them, or interfere in their affairs.

ARTICLE V.

A. D. 1763

In case any of the inhabitants become truly indebted to the English, and refuse payment, the Shaik shall oblige them to give the English satisfaction. Shaik of Bushire.

ARTICLE VI.

The English to have such a spot of ground as they may pitch upon for erecting a factory, and proper conveniences for carrying on their commerce, to be built at the Shaik's expence. They are to hoist their colours upon it, and have twenty-one guns for saluting.

ARTICLE VII.

A proper spot of ground to be allotted the English for a garden, and another for a burying ground.

ARTICLE VIII.

The English, and those under their protection, not to be impeded in their religion.

ARTICLE IX.

Soldiers, sailors, servants, slaves, and others belonging to the English, who may desert, are not to be protected or entertained by the Shaik or his people, but, *bonâ fide* secured and returned.

ARTICLE X.

In case any English ships sell to or buy from the country merchants apart from the factory, a due account thereof is to be rendered to the English chief for the time being; for which purpose one of his people is to attend at the weight and delivery of all goods so sold, which is to be done at the public custom-house.

ARTICLE XI.

If through any accident an English vessel should be drove on shore in the country belonging to the Shaik, they shall not, in any respect, be plundered; but, on the contrary, the Shaik shall afford the English all the assistance in his power, for saving them and their effects, the English paying them for their trouble.

ARTICLE XII.

The Shaik shall not permit his subjects to purchase any goods from English vessels in the road, but only on shore.

The Seal of Shaik Sadoon.

No. XVI.

ARTICLES *of a* FIRMAUND *granted by the* Nabob Hyder Ally Khan Behauder, 1763.

The Nabob Hyder Ally Khan's Seal.

ARTICLE I.

A. D. 1763
Hyder Ally.

The Honorable English Company have free liberty to build a commodious factory and warehouses at Onore, by the water side, or any place they may pitch upon; and they may enclose their compound with a wall of stone and mud, without any guns. The ground allotted them shall be rent free. Whilst the English have a factory at Onore, no other European nation shall have leave to settle there.

ARTICLE II.

The English have the sole liberty granted them of purchasing all the pepper produced between Mirjee and Batcole, both these places included; nor shall any European, or other nation besides them, have leave to purchase pepper within these districts. The price shall be adjusted every year, between the Resident and four principal merchants of Onore.

ARTICLE III.

The Honorable English Company have free liberty to export annually, from Mangalore, three hundred Corge of rice, for the service of Tellicherry, exempt from the duty called Adlamy; or if they choose to carry this rice to Bombay, it is exempt from the same duty. Any private English merchants who purchase rice, must be liable to the same customs as other merchants.

ARTICLE IV.

Whereas several Onore merchants are largely indebted to the Honorable Company, the Killedar, &c. officers must assist the English in recovering their just demands: And provided any merchants, in future, should be indebted to the English, and make any disputes about paying, they have free liberty to confine such merchants in their factory, till they clear their debts.

ARTICLE V.

All goods that the English import, either at Onore or Mirjee, shall pay one and a half per cent customs on the sales; except horses, wet and dry dates, sugar, Kishmisses, cocoa-nuts, Copra, tobacco, Mun-

chustry, opium, cotton, salt, brimstone, and camphire*: these fourteen articles are to pay the same customs as other merchants pay. Any goods they cannot sell they have leave to re-export, without paying any customs on them, on shewing them to the custom-master. Gold and silver are to pay no customs, nor any necessaries that the English may import for their own use. A. D. 1763 Hyder Ally.

ARTICLE VI.

If any ships or vessels, belonging to the English, should be cast away upon any part of the coast in the Bednure dominions, the Nabob's Killedars, &c. officers and people, shall assist in saving the goods, stores, &c. which shall be all returned to the English.

ARTICLE VII.

The English have free liberty to cut timber, stones, hay, and wood, for to build their factory; but if they want masts for their vessels, they must apply for leave to cut them.

ARTICLE VIII.

No grabs, Gallivats, or armed boats, belonging to the English, shall pay anchorage, but have free liberty to go and come.

ARTICLE IX.

The English will not assist the enemies of the Nabob; nor, on the other hand, shall the Nabob afford any assistance to the enemies of the English.

ARTICLE X.

The Killedars and officers of the Nabob shall always shew the English and their servants a due respect every where, and at all times be ready to assist them.

Bednure, the 10th of Mojee, 1176, or the 27th of May, Anno Domini, 1763. *Signed by the Nabob.*

No. XVII.

Royal Grant *from* Carem Khan, 1763.

A. D. 1763 The King of Persia.

The Great God having, of his infinite mercy, given victory unto Carem Khan, and made him Chief Governor of all the kingdoms of Persia, and

* How these fourteen articles came particularly to be excepted against, I know not; but objections having been always made to them, whenever applications have been formerly made for a Firmaund, which was urged strongly as a plea for their excepting them now, I thought the including them not worth insisting on, as the disadvantage to the Honorable Company will be none at all, and to private traders too trifling to be thought of any consequence.

A. D. 1763

The King of Persia.

established under him the peace and tranquility of the said kingdoms, by means of his victorious sword, he is desirous that the said kingdoms should flourish, and re-obtain their ancient grandeur, by the increase of trade and commerce, as well as by a due execution of justice.

Having been informed, that the Right Worshipful William Andrew Price, Esq. Governor-General for the English nation in the Gulph of Persia, is arrived with power to settle a factory at Bushire, and has left Mr. Benjamin Jervis, Resident, who, by directions from the said Governor-General, has sent unto me Mr. Thomas Durnford, and Stephen Hermit, linguist, to obtain a grant of their ancient privileges in these kingdoms, I do of my free-will and great friendship for the English nation, grant unto the said Governor-General, in behalf of his King and Company, the following privileges, which shall be inviolably observed and held sacred in good faith.

That the English Company may have as much ground, and in any part of Bushire, they choose to build a factory on, or at any other port in the Gulph. They may have as many cannon mounted on it as they choose, but not to be larger than six pounds bore; and they may build factory houses in any part of the kingdom they choose.

No customs shall be charged the English on any goods imported or exported by them at Bushire, or any other port in the Gulph of Persia, on condition that, at no time, they import or export other persons' good in their names. They may also send their goods, customs free, all over the kingdom of Persia; and on what goods they sell at Bushire, or elsewhere, the Shaik, or Governor, shall only charge the merchants an export duty of three per cent.

No other European nation, or other persons, shall import any woollen goods to any port on the Persian shore, in the Gulph, but the English Company only; and should any one attempt to do it clandestinely, their goods shall be seized and confiscated.

Should any of the Persian Merchants, or others, become truly indebted to the English, the Shaik, or Governor of the place, shall oblige them to pay it; but should he fail in his duty herein, the English Chief may do his own justice, and act as he pleases with the debtors, to recover what owed him or them.

In all the kingdom of Persia, the English may sell their goods to, and buy from, whomever they judge proper; nor shall the Governor, or Shaik, of any ports or places, prevent their importing or exporting any goods whatever.

When any English ship or ships arrive at any ports in the Gulph of Persia, no merchants shall purchase from them clandestinely, but with the consent and knowledge of the English Chief there resident.

A. D. 1763
The King of Persia.

Should any English ship or vessel be drove on shore, unfortunately wrecked, or otherwise lost in any part of the Gulph of Persia, the Shaiks, or Governor of the adjacent places, shall not claim any share of the said wrecks, but shall assist the English, all in their power, in saving the whole, or any part of the vessel or cargo.

The English, and all those under their protection, in any part of the Kingdom of Persia, shall have the free exercise of their religion, without molestation from any one.

Should soldiers, sailors, or slaves, desert from the English, in any part of Persia, they shall not be protected or encouraged, but, *bonâ fide*, delivered up, but not be punished for the first or second offence.

Wherever the English may have a factory in Persia, their linguist, brokers, and all other their servants, shall be exempt from all taxes and impositions whatever, and under their own command and justice, without any one interesting therein.

Wherever the English are, they shall have a spot of ground allotted them for a burying ground: and if they want a spot for a garden, if the King's property, it shall be given them *gratis*; if belonging to any private person, they must pay a reasonable price for it.

The house that formerly belonged to the English Company, at Schyrash, I now re deliver to them, with the garden and water thereto belonging.

ARTICLES *desired by the* Khan.

That, the English, according to what was formerly customary, shall purchase from the Persia merchants such goods as will answer for sending to England or India, provided they and the Persians shall agree on reasonable prices for the same, and not export from Persia the whole amount of their sales in ready money, as this will impoverish the Kingdom, and in the end prejudice trade in general.

That the English, wherever they are settled, shall not maltreat the Mussulmen.

What goods are imported by the English into Persia, they shall give the preferance in sale of them to the principal merchants and men of credit.

The English shall not give protection to any of the King's rebellious subjects, nor carry them out of the Kingdom, but deliver any up that may desert to them, who shall not be punished for the first or second offence.

A. D. 1763
The King of Persia.

The English shall, at no time, either directly or indirectly, assist the King's enemies.

All our Governors of provinces, sea-ports, and other towns, are ordered to pay a strict obedience to these our orders, on pain of incurring our displeasure, and of being punished for their disobedience or neglect.

Dated in Schyrash, the 23rd of Seerhoja, 1176,
or the 2nd of July, 1763.

No. XVIII.

ARTICLES *of* AGREEMENT *with the* Bouncello, *concluded at the Fort at* Raree, *the 7th April* 1765.

ARTICLE I.

A. D. 1765
The Bouncello.

There shall be perpetual peace and friendship re-established between the Honorable Company and Kemsavant, the Bouncello, their successors and heirs, and for the stricter observance of the following Treaty of Peace, Kemsavant, the Bouncello, agrees to send two hostages of note, with their families, to reside at Bombay, and to be maintained at his charge.

ARTICLE II.

The Bouncello renounces all pretensions which he has heretofore formed, or might form, to the lands and tenements situated between the rivers of Curlee and Salsee, from the sea shore up to the foot of the Gauts, which he cedes and guarantees to the Honorable Company, in full right, and will put them in possession of the same; as likewise the sovereignty of the said river and the islands therein: but the Bouncello requests and hopes, the Honorable Company will cause the amount of one-third of the annual revenues of the said lands and tenements to be paid him, either in money or Europe staples, or in grain. In consideration of his agreeing to and fulfilling the tenth article, the Honorable Company, on their part, renounce all pretensions to the lands, rents, revenues, and tributes, which now, or heretofore, did pay obedience, rents, or tributes, to the Malwans, in any part of this country to the south of the river Curlee, and cedes and guarantees the same, in full right, to the Bouncello.

ARTICLE III.

The Bouncello agrees to pay to the Honorable Company one lack of Rupees, as the restitution for the expences they have been at during the troubles subsisting between the contracting parties; half to be

paid in eight days from the time in which this treaty is concluded, 25,000 Rupees within twelve months of this date, and the remainder 25,000 Rupees within three years from the date hereof.

ARTICLE IV.

The Bouncello will not, by any menaces or otherwise, directly or indirectly, deter the inhabitants of the different districts or villages ceded to the Honorable Company from living in them peaceably; and furthermore, will oblige all the inhabitants, with their families, who belonged to, or lived in the aforesaid districts, who have quitted them, or may hereafter leave them, to return to their habitations.

ARTICLE V.

The English subjects, and the subjects of the Bouncello, shall have free liberty of trade and commerce with each other, without any hindrance or molestation.

ARTICLE VI.

The Bouncello will permit the Honorable Company to build a factory or factories on any part of his territories, adjacent to the sea shore, for vending their commodities, and to keep there such servants and people as they shall think necessary for conducting the same; and should any of the merchants or others, his subjects, become debtors to the English, they shall have liberty to imprison their persons, or seize their effects, and vend them, till satisfaction is obtained.

ARTICLE VII.

The Bouncello grants to the Honorable Company an exclusive right (except to the Portuguese nation) of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, in his territories, and to pass the same through his country.

ARTICLE VIII.

The Bouncello will allow all merchants, or Vanjarrahs, free liberty to pass and repass his territories, to and from Fort Augustus, with their effects, merchandize, carriages, and beasts of burden, they paying the accustomed duties, and no more, on any pretence whatever.

ARTICLE IX.

The Bouncello agrees to deliver up all the effects which have been carried away from Fort Sundero, in the Malwan gallivats, with guns, and all kinds of stores belonging to them, if any such can be proved to be in his possession now, or at any other time.

ARTICLE X.

If Jeejaboy Maharajh, the Rannie, shall offer to invade the territories of either of the contracting powers, or that she hinders the merchants, or Vanjarrahs, from passing the Gauts, and the Honorable

A. D. 1765 The Bouncello. Company should find it necessary to attack her, in such case, the Bouncello agrees to assist and aid the Honorable Company with his whole force, and furnish a sufficient number of draught and pack oxen, to carry ammunition, provision, and stores.

ARTICLE XI.

The Bouncello shall not keep any fleet, or have any vessels or gallivats equipped for war.

ARTICLE XII.

If ever the Honorable Company should think proper to demand of the Marattas the lands in the districts of Salsee, which formerly belonged to the Malwans, that, in such case they will likewise demand for and in behalf of the Bouncello, the lands in the said districts formerly belonging to him. The Bouncello to pay an adequate share of the expences that may accrue to the Honorable Company in making these demands.

ARTICLE XIII.

The fort of Mussoora, with all the guns, shot, carriages, and stores therein, shall be delivered up to the Honorable Company in its present situation, within eight days from this date; in lieu whereof the Honorable Company shall, at the same time, deliver up to the Bouncello the fort of Raree, with all the guns and carriages found on the walls, when conquered by the English.

ARTICLE XIV.

The Bouncello will not entertain in his service any people belonging to the English, whether Europeans or others, nor suffer any European deserters to pass through his districts, but, on the contrary, give strict orders to all his officers to seize such as may be seen in his dominions, and return them to the Chief of Fort Augustus, on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of ths Bouncello; and slaves to be returned in both sides.

ARTICLE XV.

If any vessels or boats belonging to the English, their subjects or dependents, shall at any time be drove ashore, or wrecked, in any part of the Bouncello's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes; and whatever part thereof may be saved, to be delivered up to the right owner, without any salvage whatever, except the labourers' hire. The English, on their parts, to observe the same, in respect to the vessels belonging to the Bouncello.

ARTICLE XVI.

A. D. 1765
The Bouncello.

If at any time the Bouncello should have occasion for powder and ball, and military stores, the Honorable Company will supply him with what they can spare at the usual rates.

ARTICLE XVII.

The Honorable Company agree, if convenient to them, to furnish the Bouncello with troops to go against his and their enemies.

ARTICLE XVIII.

The Bouncello agrees to fulfil the first, second, third, and thirteenth articles, within eight days from the signature of this Treaty; in default of which he agrees to pay all the charges of maintaining the garrison of the fort of Raree till they are fulfilled; at which time the Honorable Company will deliver up the fort of Raree.

ARTICLE XIX.

In witness of these Articles of Agreement between the contracting parties, we, the underwritten agents, and ministers plenipotentiary, have signed with our hands, and in their name, and in virtue of our full powers, the present Definitve Treaty; and have caused the seals of the Honorable Company and the Bouncello to be put thereto.

Done at the Fort of Raree, the 7th day of April, 1765.

No. XIX.

Agreement *with the* Prince *of* Cherrika, 1765.

An Agreement *made with the actual Prince Regent of* Cherrika, *on the 23rd of March* 1765.

In the year 940 (March the 13th) Malabar stile, I, the Regent Prince, Revy Varma, certify by this Agreement, that I have consented the province of Randoterrah shall be under the Honorable United English East-India Company's protection, and for them to collect the rents and revenues thereof, towards paying their demands due by the Achamars, in the same manner as was done, practised, and agreed

The Chief *of* Tellicherry's *Declaration to the Prince Regent of* Cherrika, *on his assignment of* Randoterrah.

A. D. 1765
The Prince of Cherrika.

1765, March 23, E. S.

In the year 940, ditto 13, M. S.. I, Thomas Byfeld, Esq. Chief of Tellicherry, do, by these presents, declare, in behalf of the Honorable United English East-India Company, that the present Prince Regent, Revy Varma, having put the province of Randoterrah under their protection, and has ceded the revenues thereof to be recovered by them, towards discharging the amount of their

A. D. 1765
The Prince of Cherrika.

upon formerly, between my uncles, the Princes of Cherrika, and said Honorable Company: in reliance of which being punctually attended to by them, I have this day consented and given the same to them, upon a promise made me, on the part of the said Company, by their Chief, Thomas Byfeld, Esq. that all necessary assistance for the good of my palace shall be afforded, when required, agreeable to what has been observed in times past.

demands on the Achamars of the said province, confirming in full force his uncles' grants of the same, by a written instrument executed by him this day.

These are to certify all separate rents and immunities whatever, belonging to his palace therein, shall be preserved, and is hereby confirmed thereto, on the part of the Honorable Company, in the same manner as was formerly observed and allowed of.

(*Signed*) THOMAS BYFELD.

No. XX.

ARTICLES *of* AGREEMENT *made with* the Rannie, *at* Fort Augustus, *the* 12*th January*, 1766.

ARTICLE I.

A. D. 1766
The Rannie.

There shall be a perpetual peace and firm friendship re-established between the Honorable Company and Maha Rajah Jeejaboy, the Rannie, their successors and heirs; and for the stricter observance of the following Treaty of Peace, Maha Raja Jeejaboy the Rannie, agrees to send one hostage of note, with his family, to reside at Bombay, and to be maintained at her charge.

ARTICLE II.

Maha Raja Jeejaboy, the Rannie, agrees to pay the Honorable Company seven lacks fifty thousand (7,50,000) Rupees, as restitution for the expences they have been at, during the troubles subsisting between the respective parties, and maintaining the different garrisons at Fort Augustus, and its dependencies: three lacks sixty thousand to be paid within two months from the 12th January, 1766; the remaining three lacks ninety thousand (3,90,000) to be paid within four years from the date hereof; that is, one lack (1,00,000) for the three first years, and ninety thousand (90,000) the last year: for the performance of which Maha Raja Jeejaboy, the Rannie, agrees to give two substantial securities, such as may be approved of by the Honorable the President and Council of Bombay; and she also agrees to allow six (6) per cent. exchange on the three lacks sixty thousand (3,60,000) that is to be paid before the delivery of the fort, which is to be in the following sort of Rupees, Hookary, Peerchaney, Arcoty, Hazancy, and Ourang Shah; and the remainder to be made good equal to Bombay Rupees.

ARTICLE III.

A. D. 1766
The Rannie.

The Honorable Company, in consideration of Maha Rajah Jeejaboy the Rannie, fulfilling the foregoing article, do agree, on the payment of the first sum, that is, three lacks sixty thousand (3,60,000) to deliver up to her, Maha Rajah Jeejaboy, the Rannie, the fort of Augustus, formerly called Sundudroog, with the forts of Rajhcoat, Serjacoat, and Pudrumdroog, and do further renounce all claim or pretensions to the lands and tenements belonging thereto.

ARTICLE IV.

The Honorable Company will carry away all guns, carriages, mortars, shot shells, powder, stores, &c. of what kind soever, that they may have brought here; and they do give up to Maha Raja Jeejaboy, the Rannie, such guns and carriages as are here, that were belonging to Fort Augustus; also those at Rajhcoat, Serjacoat, and Pudrumdroog.

ARTICLE V.

Maha Rajah Jeejaboy, the Rannie, will permit the Honorable Company to build a factory, with warehouses, at Rajhcoat, or at such place as may be most convenient for them (at which place they will hoist their flag) or any part of her territories, adjacent to the sea shore, for vending their commodities, and to keep there such servants and people, as also vessels or boats, as they shall think necessary for conducting the same; and should any of the merchants, or others, her subjects, become debtors to the English, they shall have free liberty to imprison their persons, and seize their effects, and vend them, till satisfaction is made and obtained.

ARTICLE VI.

The English subjects, and the subjects of the Rannie, shall have free liberty to trade and commerce with each other, without any hindrance or molestation whatever.

ARTICLE VII.

Maha Rajah Jeejaboy, the Rannie, will not, directly or indirectly, give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels and boats going under English colours; in like manner, the English will not molest any vessels or boats belonging to Maha Rajah Jeejaboy, the Rannie, or her subjects.

ARTICLE VIII.

Maha Rajah Jeejaboy, the Rannie, grants to the Honorable English company an exclusive right of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, and to pass the same through her country.

A. D. 1766
The Rannie.

ARTICLE IX.

Maha Rajah Jeejaboy, the Rannie, will allow all merchants, or Vanjarrahs, free liberty to pass and repass her territories, to and from the English factory, at Malwan, near Rajhcoat, or any place where they build one, with their effects, merchandize, packages, carriages, and beasts of burden, they paying the duties, agreeable to the custom practised at Gheriah, Rajahpore, and no more, on any pretence whatever; and whatever goods are landed at the English factories, no customs whatever are to be levied. When they are carried out by the merchants, then they are to pay the duties, agreeable to the custom before-mentioned.

ARTICLE X.

Maha Rajah Jeejaboy, the Rannie, will not entertain in her service any people belonging to the English, whether Europeans or others, but on the contrary, give strict orders to her officers to seize such as may be seen in her dominions; nor suffer any European deserters to pass through her country, but return them to the Resident of the English factory, on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Rannie; and slaves to be returned on both sides.

ARTICLE XI.

If any vessels or boats belonging to the English, their subjects or allies at any time be drove ashore, or wrecked, in any part of the Rannie's dominions, she agrees to afford all suitable assistance, for the preservation of such vessels and their cargoes; and whatever part thereof may be saved, to be delivered to the lawful owners, without any salvage whatever, except the labourers' hire. The English, on their parts, to observe the same in respect to the subjects of the Rannie, their vessels or boats.

ARTICLE XII.

Maha Rajah Jeejaboy, the Rannie, will not, by menaces or otherwise, directly or indirectly, plunder, or in any shape molest the inhabitants, or others, that may have served or lived under the protection of the English, during the time they had possession of Fort Augustus and dependencies, but permit them to enjoy peaceably their houses, lands, and tenements, in the same free and ample manner as when the Malwan Government subsisted, before the English took this place.

ARTICLE XIII.

The Honorable Company will, at the same time that Fort Augustus is delivered up to Maha Rajah Jeejaboy, the Rannie, deliver to her the prisoners taken in Sunddroog Fort when they conquered it, and are now at Bombay.

ARTICLE XIV.

A. D. 1765
The Rannie.

Maha Rajah Jeejaboy, the Rannie, agrees, should the Honorable Company be attacked, and they should require her assistance, to provide them with what troops they may want, they supplying them with provisions only. The Honorable Company, in like manner, agrees to assist the Rannie, should it be convenient for them.

No. XXI.

GRANT *from* Hyder Ally Khan Behauder, *dated the 23rd February*, 1766.

A. D. 1766
Hyder Ally.

I, Hyder Ally Khan Behauder, in consideration of the friendship subsisting between me and the Honorable United English East-India Company, do hereby confirm and ratify, all the several grants and privileges made over to them by the several Malabar Powers, for the sole purchasing and exporting the produce of these countries, particularly pepper, sandal-wood, and cardemoms, from the Malabar frontier to the northward to the Samorines dominions, including them; and further, I do promise to grant and confirm the same, whithersoever my arms may prove victorious.

Given under my hand, in Mudday, the day and year above written.

No. XXII.

TREATY *with* Hyder Ally, 1770.

ARTICLES *for a* TREATY *of* PEACE *and firm Friendship, between the Honorable* Thomas Hodges, Esq. *President and Governor, and the Council of* Bombay, *in Behalf of the Honorable* United English East-India Company, *on the one Part, and the* Nabob Hyder Ally Khan Behauder, *&c. Titles, for the Countries of* Mysore, Hyder Nagur, *and* Soondah, *on the other Part.*

ARTICLE I.

A. D. 1770
Hyder Ally.

That agreeable to the third article of the Treaty of Peace, concluded between the Honorable the President and Council of Madras and the Nabob Hyder Ally Khan Behauder, there be, from this day, a firm Peace and friendship between the Honorable English East-India Company and the said Nabob and their successors, to continue for ever.

ARTICLE II.

A. D. 1770 Hyder Ally.

That the Honorable Company may have free liberty to build a commodious factory and warehouses at Onore, by the water side, or any place they may pitch upon, and that they may enclose the compound with a suitable wall; and the ground allotted them shall be rent-free They shall also have permission to cut timber, bring stones, hay, and wood, for their use. In like manner, they shall have a factory at Carwar; and the Nabob promises to oblige the Rajah of Bilguey to give all the pepper produced in his country to the Honorable Company, at the same price as they may purchase this article at Onore.

ARTICLE III.

That the Honorable Company shall likewise have the sole and exclusive right of purchasing all the pepper and sandal-wood produced in the Nabob's dominions, the prices of which must be settled agreeable to former custom. The amount, or as much of it as the Honorable Company choose, to be made good in guns, musquets, salt, saltpetre, lead and gunpowder, and the balance made good in ready money.

ARTICLE IV.

That the Honorable Company shall have free liberty to export from Mangulore, or other ports of the Nabob's dominions, whatever rice they may want for Tellicherry or Bombay, three hundred Corges of which is, as usual, to be free of the duty called Adlamy.

ARTICLE V.

That the English shall have free liberty of trading in the several ports of the Nabob's dominions on the Malabar Coast, paying customs at the rate of one and a half per cent. on the sale of all goods; and to have permission to re-export any goods which will not sell free of custom, on signifying the same to the custom-master. No customs to be charged on gold and silver, nor on any articles for the immediate use and consumption of the English, their servants and dependents.

ARTICLE VI.

The Nabob obliges himself to assist the English in recovering their just debts from his subjects, by compelling them to make good the same, on the debts being fully proved to his satisfaction.

ARTICLE VII.

That the Honorable Company, and the English in general, shall have free liberty to cut and purchase masts, timber, and plank, at Onore, Mangulore, or any other ports of the Nabob's country, teak excepted.

ARTICLE VIII.

A D. 1779. Hyder Ally.

That no vessels, of what kind or denomination soever, belonging to the English, shall pay anchorage in any of the Nabob's ports, but have free liberty to go out and come in, without hindrance or molestation.

ARTICLE IX.

Whatever vessels belonging to the English may be drove on shore, on any part of the Nabob's dominions whether by stress of weather or otherwise, his Killedars, officers, and subjects are to assist them, that their goods may be saved and delivered to the proprietors.

ARTICLE X.

That the said Nabob shall not assist the enemies of the English, nor, on the other hand, shall the English assist the enemies of the Nabob; but should assistance be afforded on either part hereafter, the officers and men who may be sent to them are to be paid at the following rates, by the parties to whom they may be sent, *viz.*

The commission officers to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party who assists.

Each European soldier.....15 Rupees per month.
Each Sepoy.....7½ Rupees per month.

ARTICLE XI.

Should, at any time, disputes arise between the servants of the English factories and the Nabob's subjects, servants, or dependents, and the former be found culpable, they shall be sent to the English Resident to be punished, as shall the Nabob's people to his Killedars, Hummuldars, &c. if they are found to be in fault. The servants of the English factory, as well as their families, shall be entirely under the Honorable Company's protection.

ARTICLE XII.

That the said Nabob shall not grant any new Firmaund or privileges to any European nation whatever, or suffer any of them to establish any new settlements in any part of his dominions In all matters of trade or business the English to have the preference; and in matters of ceremony or state, they are to take rank of all other European nations as well as the Country Powers.

ARTICLE XIII.

The said Nabob hereby ratifies and confirms the grant which he executed in February, 1766, and delivered to Messrs. Sparks and Townsend; relative to the privileges and immunities the Honora-

A. D. 1770
Hyder Ally.

Company possessed in the several countries he conquered upon this coast, before he took possession thereof; and hereby binds and obliges himself to compel whoever may be in possession of those countries, to grant to the Honorable Company the produce thereof, as well as the full enjoyment of all their rights and privileges therein, in their utmost extent.

In witness of all which, the said contracting parties have interchangeably signed and sealed two instruments, of the same tenour and date, *viz.* The said President and Council, on behalf of the English East-India Company, in Bombay Castle, this 8th day of August, in the year of the Christian æra, 1770, and the said Nabob Hyder Ally Khan Behauder.

No. XXIII.

Treaty *with the* Nabob *of* Cambay, 1771.

Translate *of the* Treaty *entered into with* Nabob Mamun Khan, *Governor of* Cambay, *for the Sale of the Fort of* Tarrajah, *with its Ammunition and Dependencies*, 1771.

A. D. 1771
Nabob of Cambay.

First. That in consideration of the Honorable Company selling and making over to him and his heirs the fort of Tarrajah, its dependencies and ammunition, the same as when taken from the Coolies, he, the Nabob, agrees to pay them (the Honorable Company) the sum of seventy-five thousand (75,000) Rupees in the term of five years, at five yearly equal payments of fifteen thousand (15,000) Rupees each; the first payment of fifteen thousand (15,000) Rupees to be made twenty days after the Nabob's forces have got possession of Tarrajah fort, and the remainder to be paid punctually by the Nabob, on the very same day of every year after as the first payment was made, until the whole sum of seventy-five thousand (75,000) Rupees is received.

Secondly. As the Honorable Company have been pleased to shew their great regard and favor to him, the Nabob, in giving him the fort of Tarrajah, he most solemnly declares he will, on no account, enter into any terms of friendship with the Coolies, or assist them by either sea or land, or suffer their boats to enter any territories belonging to him, or he himself fit or equip any piratical boats, and look upon any enemies of the Honorable Company as his enemy also, but will distress such as much as possible: neither will he, on any account whatsoever, deliver the fort of Tarrajah, or any part of the country, to either the Coolies or any other country power whatsoever, without the consent of the Honorable Company first had and obtained.

Thirdly. That should the Honorable Company at any time hereafter have occasion to act against the Coolies of the other districts, the Nabob very willingly agrees to let the Honorable Company have the use of the fort of Tarrajah and its dependencies, for the use of their troops whilst they may be there, and order his people to assist them with whatever they may want; provided they do no damage to the fort or its Purgunnah, which in such case is to be made good by the Honorable Company. A. D. 1771 Nabob of Cambay.

Fourthly. Should any power whatsoever attack or disturb him (the Nabob) in his fort of Tarrajah and its dependencies, he requests the assistance of the Honorable Company to keep him in possession, as he must now look upon himself as one of their servants; and any charges sustained by the Honorable Company by such their assistance, he, the Nabob, most readily agrees to defray, as soon as he conveniently can: and should the Honorable Company have occasion for his troops, he, the Nabob, is very ready to follow their orders, with such a number of forces as they may require: and the Honorable Company is to pay such expence as may be incurred on that account as soon as may be convenient to them.

Fifthly. He requests the Honorable Company will send him a proper convoy for conveying his troops to the Cooly coast, and that a sufficient force may meet them on the shore, to escort them to and deliver them the fort of Tarrajah; and he requests the Honorable Company will supply him with thirty (30) barrels of gunpowder, and fifty (50) Maunds of lead, for the use of Tarrajah Fort, which he, the Nabob, agrees to pay for.

Lastly. He promises and agrees to make the first payment, by the time abovementioned, unto Mr. John Torlesse, by transfer upon the Shroffs; and for the remainder four payments he makes over the revenue of the Mocawt and Cosbaw: and should it please God to distress the said revenue by want of rain, enemies, or the like, he (the Nabob) then agrees and promises to make the same good himself.

A true Copy of the Translate,

(Signed) FREDERICK DORRIEN,

Secretary.

A true Copy of the Copy,

(Signed) GEORGE SKIPP,

Secretary.

No. XXIV.

TRANSLATE *of a Writing from the* Nabob *of* Cambay, 1771.

(LS)

A D. 1771. Nabob of Cambay.

The PAPER *of* AGREEMENT *between the Honorable* English East-India Company *and* Momun Khan, Nabob *of* Cambay.

Agreeable to what I have been requested by Mr. John Torlesse, Resident at Cambay, I now do promise, that should Gogo at any time again fall into my hands, and the Honorable English Company be desirous of having a factory there, I will grant it to them, and on no account whatsoever suffer any other European nation to settle there; also from the long friendship subsisting between the Honorable English Company and me, I have hearkened to the recommendation they have been pleased to give to Eckarajee and Gopaljee Servia. I will, on no pretence whatever, meddle with or trouble the ancient possessions of Eckarajee, the son of the late Bowsung, nor the town or fort of Bownagur, and take no more than what has always been usual for the possessor of the Bunder of Gogo to take, and what I took when I was in possession thereof, and no more will I demand. And with respect to Gopaljee Servia, I will give neither molestation; but I do request, that after this agreement, the Honorable Company will not recommend any more persons of that country to me. And by the help of God, I and my heirs will stand to all agreements hitherto entered into between us. Written with my own hand, this 12th day of the moon Raijub, year 1185, or 22nd October, 1771.

A true Translation,

(*Signed*) JOHN TORLESSE.

A true Copy,

(*Signed*) DANIEL DRAPER.

No. XXV.

Treaty *with the* Nabob of Baroach, 1771.

A. D. 1771 — Nabob of Baroach.

Articles *for a* Treaty *of Peace and firm Friendship between the Honorable* William Hornby, *Esq President and Governor, &c.* Council *of* Bombay, *in Behalf of the Honorable* United English East-India Company, *and the* Nabob Imtyazood Dowlah Haazud Khan Behauder Dillerjung *of* Baroach, *&c.*

ARTICLE I.

Peace and friendship to subsist uninterrupted, in future, between the Honorable Company and the Nobob of Baroach, his heirs and successors.

ARTICLE II.

All British subjects or persons trading under the protection of the Honorable Company's sealed passes and colours, shall pay no customs at Baroach, &c. places in the Nabob's country; except such as the Honorable the President and Council shall impose, which shall be levied by such persons as they shall appoint on account of the Honorable Company: and the Nabob engages, for himself and successors, that no fees, duties, or exactions, of any sort, shall be levied on the said trade, by himself or them, on any pretence whatever.

ARTICLE III.

The Honorable the President and Council shall have free liberty to settle a factory wherever they think proper; and a suitable portion of ground for building the said factory on, or a convenient house, shall be allotted for that purpose.

ARTICLE IV.

The Dutch have already a factory at Baroach; but, in future, no other European nation shall be permitted to settle a factory at Baroach, without the consent of the Honorable the President and Council.

ARTICLE V.

The Nabob engages never to assist the enemies of the English Nation, but obliges himself to assist the Honorable Company, in the wars they may be engaged in, with one thousand private Seapoys and three hundred cavalry, with their officers, or such larger number as they may want and he can spare, at the following rates, *viz.*

A. D. 1771 Each horseman.....15 Rupees per month.
Each Seapoy.....7½ ditto.
Nabob of Baroach. or at such rates as it shall appear they stand him in.

ARTICLE VI.

The Nabob will not engage in any war with any of his neighbours without the consent of the President and Council; but in all wars which he shall engage in with their consent, or if he shall be suddenly attacked in his territories they shall give him effectual support and assistance, he paying the troops on the following terms.

To each European.....15 Rupees per month.

To each Seapoy.....7½ ..... Ditto.

N. B. The commissioned officers of the Company, and the superior officers of the Nabob, to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party assisting.

ARTICLE VII.

The Nabob agrees to pay unto the Honorable Company, in consideration and acquittal of all demands to this day, the sum of four lacks of Rupees, which the Honorable the President and Council agree to accept, in full for their claim on him for the Phoorza, and exactions of customs on British Merchants, on condition he shall inviolably adhere to the terms herein contained; and on failure hereof, it is hereby declared that the above sum of four lacks shall be deemed and taken to be for repaying the expence incurred by the expedition only: and the Honorable the President and Council, in such case, hereby declare themselves at free liberty to pursue the most effectual means for the recovery of any demands which they or their allies have or may hereafter have upon him. The said four lacks of Rupees are to be paid within two years and a half from the date hereof, at the following stated periods, *viz.*

Two lacks within six months from the date hereof,

One lack more within twelve months from the first payment; and the

One lack remaining in the following year; for which he will enter into a bond, binding himself and his heirs, and mortgaging his whole territories.

ARTICLE VIII.

In case any expedition shall be hereafter undertaken, and success attend it, the Honorable the President and Council will take care that the Nabob of Baroach shall have a recompence adequate to the assistance he may afford.

ARTICLE IX.

In consideration of the friendship established between the Honora-

ble Company and the Nabob, he shall have firm friendship with all their friends and allies; particularly the Nabobs of Surat and Cambay, with whom he shall enter into a Treaty, and shall consider all their enemies as his, and they shall consider all his enemies as theirs. For the due performance of this article, we on the parts of the Nabobs of Surat and Cambay become security. A. D. 1771 Nabob of Baroach.

Bombay Castle,
30th November, 1771.

SEPARATE ARTICLE, *entered into with the* Nabob *of* Baroach.

You, the Nabob Sahib Imtyazood Dowlah Maazud Khan Behauder Dillerjung, may live at the port of Baroach, freely believing us your friends for ever. We have given up the demands of Phoorza, its produce for forty years, overcharge in the customs on goods belonging to the merchants under the Honorable Company, and charge of the expedition sent against you. Our hearts are quite cleared, and we have made a friendship agreeable to your wishes. No demands nor answer now remain to make with you. We have given you this acquittance, in full for all demands, as above-mentioned.

We shall get paid yours and your subjects' just debts, from any persons or place under your Government, on being proved. We shall admit no information against you; we look upon Baroach as ours and Bombay as yours. This protection paper is granted you from the part of the Honorable Company, with their word as well as our word and honor, that we shall not fail in our friendship and assistance of force and ammunition upon occasion; for which purpose this everlasting protection paper is given you. All the counsellors are bound that no difference will be either with you or your children, and the friendship shall be daily encreased more and more. You may, if you choose, come to Bombay with your family. For your coming and going, as well as for the performance of all the conditions herein above-mentioned, this agreement will serve you as a voucher, which we agree to perform with the Honorable Company's word and honor. Should any merchants of Baroach, or the persons under your protection, chuse to trade for Bombay, we agree to their doing it freely, and paying the usual customs of this place, without hindrance on the part of the Honorable Company.

TRANSLATION *of the* Nabob's Bond *to the* Honorable Company.

Know all men, that I, Imtyazood Dowlah Maazud Khan Behauder Dillerjung, Nabob of Baroach, have this day agreed and acknowledged myself indebted unto the Honorable United English East-

A, D. 1771 Nabob of Baroach.

India Company the sum of four lacks of Rupees, current money of Bombay; for the payment of which to be well and truly made unto the Honorable William Hornby, Esq. President and Governor, &c. Council of Bombay, at the following stated periods, I hereby bind myself, my heirs, and successors, and mortgage my whole territories, to be at the disposal of the said Company, in case of failure.

Two lacks within six months from the date hereof;
One ditto more within eighteen months from the date hereof;
One ditto more within two years and six months from the date hereof.

In witness whereof, &c. &c. in presence of my brother, my uncle, my Codjee, my Moonshee, my Vackeel, who have also signed to this bond, as witnesses of its being my act and deed.

No. XXVI

Treaty *with* Futty Sing, 1773.

Seal of Futty Sing.

The Company's Seal.

A. D. 1773 Futty Sing.

Agreement *between* William Andrew Price, *Esq*, *Chief for Affairs of the* British Nation, *in Behalf of the Honorable* United East-India Company, *on the one Part, and* Futty Sing Guickwar, *on the other Part.*

The town of Baroach, lately belonging to Mahazuz Khan, Nabob, having been conquered by the victorious arms of the Honorable Company, it is stipulated and agreed, that every thing shall remain on the footing it was at the time of the said conquest; the English and Futty Sing each receiving their share of the revenues, in the proportions they then stood, both within the town and territory annexed thereto. In this there is not to be any difference. Agreeable to the above every thing is to continue.

This is the agreement sealed by both parties, the 12th day of January, 1773, or the 18th of Shewwel, in the 1186th year of the Higera.

A. D. 1775
Ragobah.

No. XXVII.

TREATY *with* Ragobah, 1775.

Seal of the Company.

ARTICLES *of* AGREEMENT *and* TREATY *between the Honorable* William Hornby, *Esq., President and Governor, &c. Council of* Bombay, *and of all its Dependencies, on the Part and Behalf of the Honorable* United English East-India Company, *on the one Part, and* Ragonath Row Ballajee, Peshwa, *on the other Part. Dated the 6th day of March, in the year of our Lord,* 1775, *or the third day of the month Moharrum and year* 1189 (Higera) Mahometan *Style, or the——day of the month——and year* 1179, Gentoo *Style.*

ARTICLE I.

The Treaty concluded between the Government of Bombay and Badjerow Pundit Purdan, or first Minister of his Serene Highness the Sou Rajah, dated July, 1739, or 1140 of the Gentoo Style; and that concluded on the part of this Government with Ballajee Bajeerow Purdan, dated 12th October, 1756, or of the Mahometan Style, 17th of Mohurrum 1170, are hereby ratified and confirmed, in their fullest extent, according to the full and true intent and meaning of them, in the same full and ample manner, and in the same light, in which they have hitherto been ever understood.

ARTICLE II.

All other agreements subsisting between this Government of Bombay and that of the Mahrattas are hereby ratified and confirmed; and after the re-establishment of Ragobah in the Government of the Mahratta dominions, peace and tranquillity shall subsist between this Government, in behalf of the Honorable Company, and the Mahratta Government.

A. D. 1775

Ragobah.

ARTICLE III.

Ragobah, on his part, and on the part of the Maratta Government, engages from this day forward never, on any prentence or in any manner, to assist the enemies of the Honorable Company, in any part whatever of their dominions in India; and the Honorable the Governor and Council of Bombay do, in the like manner, engage never to assist the enemies of Ragobah.

ARTICLE IV.

The Honorable the President and Council of Bombay, in behalf of the Honorable Company, and in consideration of the undermentioned grants and cessions made by Ragobah to the Company, do hereby engage and agree, so soon as possible after these Articles of Agreement and Treaty are fully ratified, executed, and confirmed, on the part of Ragobah, to assist him with a strong body of forces, with proper guns and warlike stores, as a field train of artillery, which are to join his army, and act in conjunction with his forces, against his enemies the ministerial party. In the said body of forces no less than seven hundred (700) Europeans; and the whole shall not be less in number than two thousand five hundred men: but, at present, only five hundred (500) Europeans, and one thousand (100) Sepoys and Lascars, with a proper and effectual number of guns, will be sent, and the rest, if wanted, afterwards.

ARTICLE V.

In consideration of such effectual assistance on the part of the Honorable Company, Ragobah, as Peshwa, and as Supreme Governor in the whole Mahratta empire, doth hereby engage, on his part, to cede and make over to the Honorable Company, for ever, the undermentioned places and territories; and he doth accordingly, by these presents, make over the same to them, in the most full, ample and effectual manner: and he doth, with these presents, deliver the necessary Sunnuds, granting, in the fullest manner, all the present and future full right and title of the Mahratta Government to them; and in case of the loss, at any time, of the Sunnuds now delivered, these presents are, at all times, to be considered as such, and of full equal validity with any Sunnud whatever.

Bassein, and the whole of its dependencies, in its fullest extent, and all rents and revenues thereunto belonging, together with the fort or forts, and every thing belonging to the Poonah Government, in them.

Salsette, the whole and entire island, with all the revenues of the different places annexed to it, as collected by Anunt Row and Ramajee Punt.

Jambooseer and Orpad, with the whole of their dependencies, in their full extent, together with every thing belonging to the Poonah Government in those Purgunnahs.

The four following islands adjacent to Bombay, with every thing belonging to the Poonah Government therein, *viz.* Caranja, Canary, Elephanta and Hog Island. A. D 1775 Ragobah.

ARTICLE VI.

Ragobah also engages immediately to procure from the Guicawars a grant to the Company for ever, with all the necessary Sunnuds, of their share in the revenues collected by the Guicawars in the town and Purgunahs of Broach.

ARTICLE VII.

The Honorable Company are to be considered as the sole lords and proprietors, from the day of the signing of this Treaty, of all and every of the places ceded by the two last articles, in the like manner as the Poonah Government, or the Guicawar Government, were before considered; and are, accordingly, from this day forward, to exercise every right and authority in those places, and to receive every revenue which the Poonah Government, or the Guicawar Government, before exercised or received.

ARTICLE VIII.

Ragobah also engages faithfully to make good to the Company, for ever, the sum of seventy-five thousand (75,000) Rupees annually from his share of the revenues of Occlaseer, which sum is to be paid by his Pundit, in two different payments, at stated periods.

ARTICLE IX.

Ragobah engages to pay, in full for the charges and expences of the body of forces with which he is to be assisted, consisting of 2,500 men, the sum of one hundred and fifty thousand Rupees (150,000) monthly and every month, which the Honorable the Governor and Council agree to accept without further account, and is to commence the day the forces leave Bombay; but as the whole number of forces will not at first proceed, he is only to pay a proportionable monthly sum, till the whole force, if necessary, may be sent to join him. He engages to pay this stipend monthly; and as security for the same, till his affairs will enable him to furnish money, which he promises to do as soon as possible, he assigns by these presents the revenues of the following places, *viz.*

Occlaseer, his remaining share, after deducting what is before, by these presents, ceded to the Honorable Company.
Ahmood, and all its districts.
Hansoot, and all its districts.
Versaul, and all its districts.

But it is hereby declared, that the revenues of these places belong to the Honorable Company no longer than till the amount of the

A. D. 1775 Ragobah. monthly stipend, that may be due for the expences of the Company's forces, is fully discharged, when all further demands on these four places are to be relinquished; and in this light the Honorable the Governor and Council declare they accept those four Purgunnahs.

ARTICLE X.

As it has been mutually agreed, during the course of this negociation, that the sum of six lacks of Rupees should be deposited by Ragobah with the agents of the Honorable Company, to be accounted for at the expiration of the service intended to be performed against his enemies, the ministerial party, and Ragobah, finding it at this time totally impossible for him to raise the sum to be deposited, though still equally willing to do it was it in his power, the contracting parties have mutually agreed to settle this point as follows: That Ragobah shall immediately deposit with the Company's agents at Surat to the full value of six lacks of Rupees, in jewels, to remain in the Honorable Company's possession till redeemed, which must be done as soon as Ragobah's affairs will possibly admit All this Ragobah faithfully and firmly engages to perform, and the Honorable Company to accept.

ARTICLE XI.

In case of opposition from any person or persons whatever, to the Company's taking possession of all or any of the places hereby firmly and effectually ceded to them, Ragobah doth engage to pay the expence that will be incurred by their gaining possession; to use effectual means to put them in possession; as well as to secure them, for ever, in the quiet possession of all the revenues and places now ceded to the Honorable Company.

ARTICLE XII.

Should Ragobah make peace with his enemies, the ministers, he firmly and faithfully engages, that the English East-India Company shall be included in it to their satisfaction.

ARTICLE XIII.

Ragobah doth also engage never to molest the dominions of the Honorable Company in Bengal. He further engages not to make war, commit any depredations in the Carnatic, so long as the last Treaty subsisting between the two Government is adhered to by the Nabob.

ARTICLE XIV.

In case it should happen (which God forbid) that any of the Company's ships or vessels, or the ships, vessels, or boats of any persons trading under their protection, should be shipwrecked on any part of the Maratta Coast, every assistance shall be given by the Go-

vernment and inhabitants, to save as much as possible; and the whole that may be saved shall be returned, all reasonable expences being paid by the owners. A. D 1775 Ragobah.

ARTICLE XV.

All the places ceded for ever to the Company by this Treaty are to be considered as their sole right and property, from the day this Treaty is signed; and this Treaty, from that day, is to be considered in full force, just as if the expected services were fully accomplished, whether Ragobah shall make peace with his enemines or not.

ARTICLE XVI.

Immediately after the ratification of the aforegoing articles, and after the jewels, to the full amount of six lacks of Rupees, are deposited, and the security above-mentioned given for the payment of the monthly expences of the forces, so long as they continue with Ragobah, and till they return, all in the manner above mentioned; the Governor and Council engage that the Company's forces, agreeable to what is mentioned in the body of this Treaty, shall proceed from Bombay to join the army of Ragobah; and they trust, by the blessing of the Almighty, that they will quickly overcome his enemies, the ministerial party, and establish him at Poonah, in the government of the Maratta Empire.

The foregoing articles having been agreed to by the Honorable the President and Council of Bombay, who have empowered me to accept the same in their behalf, I do, in confirmation thereof, affix the seal of the said Honorable Company, and sign my own proper name thereto, in Surat, the day and year above written, and I do engage to procure a ratificaton of this Treaty, under the seal of the Honorable Company, and under the hands and seals of the Honorable the President and Council of Bombay, within thirty days after this date.

(Signed) ROBERT GAMBIER.

We the President and Council of Bombay aforesaid, having empowered Mr. Robert Gambier to execute a Treaty with Ragonath Row Ballajee, Peshwa, in our behalf, on account of the Honorable Company, of the foregoing tenor, which he has accordingly done, of the date above mentioned, and the same having been signed to, ratified, and comfirmed by Ragonath Row Ballajee, Peshwa; and whereas, by the last article, it is covenanted and agreed, that a ratification of the said Treaty shall be transmitted by us, under the seal of the Honorable Company, and under our proper hands and seals, within one month from the above date; these therefore are to certify, that we hereby ratify and comfirm the foregoing Treaty, in

A. D. 1775 Ragobah. all and every part. In testimony whereof, we have caused the seal of the aforesaid Honorable Company to be hereunto affixed, and do now sign the same with our hands, and affix our proper seals thereto, this 16th day of March, in the year of our Lord, 1775.

(*Signed*) WILLIAM HORNBY, (LS)

DANIEL DRAPER, (LS)

THOMAS MOSTYN. (LS)

BRICE FLETCHER (LS)

WILLIAM TAYLER. (LS)

By order of the Honorable William Hornby, Esq. President and Governor, &c. Council of His Majesty's castle and island of Bombay, and of all forts, factories, territories, forces, and affairs of the Honorable English East-India Company on the west side of India, and on the coasts of Persia and Arabia.

(*Signed*) GEORGE SKIPP, *Secretary.* (LS)

LIST *of* SUNNUDS *for the undermentioned Places, given by* Ragobah Badjerow Purdan, *to the Honorable* Company.

2 Sunnuds for Basseen,
2 Ditto .... Salsette,
1 Ditto .... Orpad,
1 Ditto .... Jamboseer,
1 Ditto .... Broach,
1 Ditto .... Caranja,
1 Ditto .... Elephanta,
1 Ditto .... Canary,
1 Ditto .... Balsar,
2 Ditto .... Occlaseer,
1 Ditto .... Hansoot,
2 Ditto .... Ahmood.

16 Sunnuds,

TRANSLATE *of five* Sunnuds *from* Ragobah, *for* Basseen, Salsette, Orpad, Jambooser, *and* Broach, *all included under* No. 1.

To the Dessmock and Despandy, or to the Pundit and Omaldars under him.

A. D. 1775
Ragobah.

I, Ragobah Bajerow Purdan, having sent for a force from the Company for my assistance, in consequence of which I have discharged the former Government from the said Purgunnah, and delivered the said Government to the English Company; therefore you are hereby ordered to pay great submission and obedience, and give over the charge to the English Company.

Dated Zil-hitch the 11th, 1165.

TRANSLATE *of five* Sunnuds *from* Ragobah, *for* Basseen, Salsette, Caranja, Elephanta, *and* Canary, *all included under* No. 2.

To the Havildar and all Managers of Business.

Ragobah Bajerow Purdan, his compliments, acquainting them, that the castles of all these places have been given to the Company; you are, therefore, to deliver them the charge thereof, and obtain a receipt for them.

Dated the 11th Zil-hitch, 1165.

TRANSLATE *of four* Sunnuds *from* Ragobah, *for* Occlaseer, Hansoot, Balsar, *and* Harmood, *all included under No.* 3.

To the Government or Omaldars

After Compliments.

That I, Ragobah Bajerow Purdan, for and in consideration of the forces the Company have given me for my assistance, have agreed to pay them the sum of 1,50,000 Rupees every month; therefore you are to pay them the revenues of your place, and take the receipt for what you pay them; and the same is to continue till their demands is discharged.

Dated the 11th Zil-hitch, 1165.

TRANSLATE *of a* Sunnud *from* Ragobah, *for* Occlaseer, *included under* No 4.

To the Government or Pundit of Occlaseer.

A. D. 1775
Ragobah.

After Compliments.

That Ragobah Bajerow do command you to pay, out of the revenues of your place, the sum of 75,000 Rupees to the English Company, annually, which is for the assistance they have given me.

Dated the 11th Zil-hitch, 1165.

TRANSLATE *of a* Sunnud *from* Ragobah, *for* Ahmood, *included under* No. 5.

To the Zemindar, or Land-holder of Ahmood.

That I, Ragobah Bajerow Purdan, do command you to pay the revenues of your place to the English Company, being on account my agreement to pay them monthly for the assistance they have given me, which is to continue till the whole of their demand is paid; and till which time your place will be as if it was mortgaged to them.

Dated the 11th Zil-hitch, 1165.

No. XXVIII.

TREATY *with* Ragobah, 1778.

Ragobah's Sicca.

Company's Seal.

EDWARD RAVENSCROFT,
Secy. to the Select Committee.

A. D. 1778
Ragobah.

ARTICLES *of* AGREEMENT *and* TREATY *between the Honorable* William Hornby, *Esq., President and Governor, and the Select Committee of* Bombay, *on the Part and Behalf of the Honorable* United English East-India Company, *on the one Part,* and Ragonath Row Badjerow Purdhan, *on the other Part. Done and concluded at Bombay, this 24th day of November,*

in the year of our Lord, 1778, *and on the* 3rd *day of Jeelcud Sookhursun Tissa Subein Miah-wa-Alluff or year* 1179 *Mahometan Style; or according to the Gentoo Æra, the* 5th *day of Marguashier Sood, in the year Vellamly, or* 1700. A. D. 1778 Ragobah.

ARTICLE I.

The Treaty concluded by Colonel Upton with Siccaram Pundit and Ballajee Pundit, ministers, in behalf of the Peshwa and the Maratta State, having been violated by those ministers in almost every article, the Governor and Select Committee of Bombay, with the sanction and concurrence of the Governor-General and Council, do hereby engage and agree, in behalf of the aforesaid Honorable Company, to assist Ragonath Row Badjerow Purdhan to the utmost of their power to put him in possession of Poonah, and to place him in the Regency of the Maratta Empire, during the minority of Madarow Narrain, the infant Peshwa; hereby declaring, that the true intent and meaning of this Treaty is not to alter the form of Government, or to interrupt the peace between the Honorable Company and the Maratta State, but only to remove the administration out of the present improper hands, and to place in the Regency the person who has the justest title to that office.

ARTICLE II.

Ragonath Row Badjerow Purdhan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peshwa, Madarow Narrain, in whose name he further engages to continue the Sicca and conduct the Government. But Ragonath Row Badjerow Purdhan having expressed his doubts of the legitimacy of the Peshwa, Madarow Narrain, the Governor and Select Committee of Bombay do hereby engage, on Ragonath Row Badjerow Purdhan his strong solicitation, to request explicit orders from the Company, whether, in case he should prove to their satisfaction that the child is suppositious, they will place him in the Peshwaship, which, on such proof, will be his unquestionable right; and whether, in case the child should prove to be really the son of Naron Row, they will guarantee him an equal division of the Government and country, on the Peshwa's attaining to the age of seventeen, agreeable to what Ragonath Row Badjerow Purdhan says he is entitled to by his birthright, according to the Gentoo law.

ARTICLE III.

The Governor and Select Committee of Bombay do hereby stipulate, and Ragonath Row Badjerow Purdhan, for their satisfaction, and that his upright intentions may appear manifest, doth hereby engage and agree, that the person of the Peshwa, Madarow Nar-

A D. 1778 Ragobah.

rain, shall be kept under the charge and custody of such persons as may be agreeable to the Select Committee, who wish that the child may be committed to the charge of Perwettybhoy, if she will undertake the charge; and in such case, the Matchy of Poorunder, where the child is kept, must be guarded with a party of the Company's troops, and Ragonath Row Badjerow Purdhan may keep a Chowkey on the outside of the gate, to see that no improper persons be admitted; but no person whatever must have admittance to the child's presence without the permission of Perwettybhoy. In case Perwettybhoy should refuse to undertake the charge, the child shall be put under the care of any of his relations, on the mother's side; but should all these decline the trust, the child shall then be disposed of, in such manner as may be deemed most advisable for his security, and for the honor of the contracting parties.

ARTICLE IV.

Moroba Furneese, Putcheba Pronder, and Tookajee Holcar, having invited Ragonath Row Badjerow Purdhan to take upon himself the Government as Regent, and promised their assistance, Ragonath Row Badjerow Purdhan doth hereby engage, upon condition of their performing their promises to his and the Select Committee's satisfaction, and behaving like faithful obedient servants, that he will shew favor to them according to their ranks and services, in settling the offices of Government, and that their persons and fortunes shall be unmolested.

ARTICLE V.

The Governor and Select Committee engage not to interfere in the appointment or nomination of the officers to the forts, army, artillery, or revenues, or in the management of the Government, provided nothing be done in breach of any of the articles of the present Treaty. Ragonath Row Badjerow Purdhan, on his part, faithfully promising to observe the terms mentioned in the circular letter, with respect to the personal safety of those whom he may be of opinion have injured him.

ARTICLE VI.

In consideration of the assistance to be afforded by the Honorable Company, for placing Ragonath Row Badjerow Purdhan in the Regency at Poonah, Ragonath Row Badjerow Purdhan doth hereby engage to confirm and ratify the former Treaty concluded with him at Surat, the 6th March, 1775, and to cede and make over to the Honorable Company, for ever, the several places and territories granted by the said Treaty, which was restored by the Treaty of Poorunder, and Basseen, and its districts, and the island of Kennery, which were not put in possession of the Company. The several acquisitions which will devolve to the Honorable Company by virtue of this article, are as follow:

Basseen, fort and town, and the whole of its districts and dependencies, in their fullest extent, according to the just and fixed boundaries of that province. A D. 1778 Ragobah.

Jambooseer and Orpad, in the same full and ample manner as ceded by the Treaty of Surat.

The island of Kennery.

An assignment upon the Purgunnah of Occlaseer for the sum of 75,000 Rupees per annum, as settled by the eighth article of the Treaty of Surat.

There being also some small places, known by the name of the Autgoms, always annexed, and actually making a part of the district of Salsette, which have been withheld from the Company by the Poonah ministers, Ragonath Row Badjerow Purdhan doth hereby engage and agree, that the said Autgoms shall be ceded to the Honorable Company: but although the Governor and Select Committee have ever understood that the Autgoms made a part of the district of Salsette, yet if the contrary should be made plainly to appear, they will give up their claim.

ARTICLE VII.

In addition to the several grants and cessions herein above specified, Ragonath Row Badjerow Purdhan doth hereby engage and promise to cede and make over, for ever, the Purgunnahs of Ahmood and Hansoot, which grants are to be considered as an instance of his good will and affection to the Honorable Company, the conditions upon which they were formerly granted not having, as he declares, been fulfilled.

ARTICLE VIII.

All the places herein ceded to the Honorable Company are to be considered as their sole right and property, from the day this Treaty is executed, without any claim of Chout to the Maratta Government, or any other demand whatever, and may be taken possession of by the Company's people whenever they may think proper; for which purpose Ragonath Row Badjerow Purdhan doth, with these presents, deliver the necessary orders to the Maratta officers to surrender the said places. Ragonath Row Badjerow Purdhan doth further promise and engage, that immediately after his taking charge of the regency of Poonah, he will execute and deliver to the government of Bombay regular Sunnuds, under the Peshwa's Sicca, for the several cessions granted to the Honorable Company by this Treaty.

ARTICLE IX.

Ragonath Row Badjerow Purdhan engages to pay and make good the charges and expences of the army and stores with which he is now

A. D. 1778 Ragobah. to be assisted; which he hereby faithfully promises to make good in ready money, as soon as the situation of his affairs will possibly permit: and for the further security of the Honorable Company, he, by these presents assigns over the Purgunnah of Versaul, and the remainder of Oreleaseer, the revenues of which are to be collected by his Aumildars and paid to the Honorable Company, till the amount due for the expences of the army is fully discharged; but in case of failure herein, these Pergunnahs are to be put in possession of the Company, and the revenues collected by them till the said amount is fully discharged, when all right and title thereto, on the part of the Honorable Company, will be relinquished: or if Ragonath Row Badjerow Purdhan regularly pay the monthly sum stipulated in the next article, the Honorable Company will not interfere with the said Purgunnahs.

ARTICLE X.

Ragonath Row Badjerow Purdhan engages to pay in full for the body of forces, consisting of four thousand men, with which he is to be assisted, the sum of two lacks and a half of Rupees per month, which the Governor and Select Committee of Bombay agree to accept, without further account, in full of every expence attending the army; and is to commence from the day the forces leave Bombay.

ARTICLE XI.

Ragonath Row Badjerow Purdhan faithfully promises and engages to discharge his present debt to the Company, as soon as the state of his finances will admit, agreeable to an account which will be delivered to him.

ARTICLE XII.

The English forces are to continue with Ragonath Row Badjerow Purdhan until the object of this Treaty is accomplished, which is to place him in the regency at Poonah; and when that is effected, they are to be at liberty to return to Bombay. The Company will be at all times ready to assist Ragonath Row Badjerow Purdhan with their forces, so far as may be consistent with their other engagements, or the situation of their own affairs will permit.

ARTICLE XIII.

The several Treaties and agreements subsisting between the Government of Bombay, and the Maratta Government are hereby ratified and confirmed, and shall be held and continued in as full force as when they were first concluded, unless otherwise provided for in this Treaty.

ARTICLE XIV.

After the establishment of Ragonath Row Badjerow Purdhan in the regency at Poonah, there shall be a firm peace and alliance be-

tween the Honorable Company and the Maratta Government. Ragonath Row Badjerow Purdhan engages never to assist the enemies or molest the dominions of the Company in any part of India, nor to make war, or commit depredations in the Carnatic, or any other part of the dominions of their ally, the Nobob of Arcot. The Governor and Select Committee of Bombay in like manner engage, in behalf of the Honorable Company, not to assist the enemies of Ragonath Row Badjerow Purdhan. A. D. 1778 Ragobah.

ARTICLE XV.

Ragonath Row Badjerow Purdhan hereby engages, and agrees that no European settlements shall be allowed to be made on the maritime coasts, or in any other part of the Maratta dominions, without the consent of the Company or of their representatives being previously obtained, and that no manner of intercourse or connection shall be maintained between the Maratta Government and the French Nation; any failure in which stipulation will be considered as a breach of the alliance between the Maratta Government and the Honorable Company.

ARTICLE XVI.

Ragonath Row Badjerow Purdhan doth hereby stipulate and engage, that the English shall enjoy all their former privileges and freedom of trade in the Maratta dominions without interruption; and he further engages to give all possible encouragement to the Honorable Company's trade, and to promote, as far as he can, an exclusive vend to the English for European commodities in the Maratta dominions; but the Honorable Company will make no settlement therein, without permission from Ragonath Row Badjerow Purdhan.

ARTICLE XVII.

If any article of the present Treaty should interfere with any engagement formed by the Governor-General and Council, not yet known to the Governor and Select Committee of Bombay, such article may be liable to be altered or amended as may be necessary.

The foregoing articles having been mutually agreed to by the Governor and Select Committee of Bombay, on the part of the Honorable Company and Ragonath Row Badjerow Purdhan, the contracting parties have interchangeably affixed their hands and seals, and the seal of the Honorable Company, in Bombay Castle, the day and year above written.

(*Signed*) WILLIAM HORNBY,
JOHN CARNAC,
DANIAL DRAPER.

No. XXIX.

Convention of Wurgaon, 1779.

A. D. 1779

Convention of Wurgaon.

Translation of the Articles of Agreement between Seremunt Mhaderow Narrain Pundit Purdhan on the one Part, and the English Company on the other Part.

In the time of the late Seremunt Pundit Purdhan Mhadoo Row Bullol; matters went on peaceably. Since then the English obtained possession of several places belonging to the Sircar, such as the islands of Salsette and Ouran. Jambooseer, and the Mahals and Purgunnah of Broach, both belonging to the Sircar and the Guicawar; and the English gave their aid to Ragonath Row Dada Saheb: upon which war having commenced, Colonel John Upton came from Calcutta with full powers and made an agreement, and according to that agreement matters were to go on between the Company and the Maratta Sircar. But on the side of the English this agreement was not adhered to, they having given aid to Ragonath Row, and making preparations for war mounted the Gauts, invaded the districts of the Maratta Sircar, and began to make hostilities; upon which the Sircar also prepared for war. At the district of Wurgaon, near Indonny Tullagaon, Mr John Carnac and Colonel Charles Egerton, of the Select Committee of Bombay, being fully empowered, did depute Mr. Thomas Holmes and Mr Farmer. Further, from the beginning there was a friendship between the Sircar and the English, which being interrupted, Colonel John Upton made an agreement, according to which Treaty matters did not proceed, and therefore that Treaty is annihilated; and in the same manner, and on the same footing as the English and the Sircar were in the time of the late Mhadoo Row, in that manner are they now to remain; the aid and cause of Ragobah to be given up, no protection to be afforded him, nor any aid to be afforded to the enemies of the Maratta Sircar. The islands of Salsette and Ouran, and the other islands and places, as Jambooseer and the Mahals of Broach, formerly belonging to the Maratta Sircar and the Guicawar, such as Chickly, Veriaul, &c. were taken possession of: these we give up. And agree to go on and remain, as we were in the time of the late Peshwa, Mhadoo Row Bullol; upon which this agreement is made with the Sircar. That in the time of the late Mhadoo Row Bullol Pundit Purdhan matters went on peaceably, and since then different places belonging to the Sircar, such as the islands of Salsette and Ouran, and other islands, and farther Jambooseer and other Mahals, and the Aumils of Broach, belonging to the Sircar and to the Guicawar, the English got possession of: these must be delivered back to the Sircar; and no aid or protection must, in future, be afforded to Ragonath Row, or to any of the enemies of the Sircar. In this manner do we faithfully promise to perform; and on the part of the Sircar good faith is also to be observed. Ragonath Row Dada Saheb was with us; he, by his own consent, committed

himself, with all his effects, to the care of Tookajee Holcar and Madjee Scindia. The English army with us is now at Wurgaon: it must be permitted to proceed, with all its effects and appurtenances, to Bombay; and as security for this, on the part of the Sircar, two persons will proceed belonging to each of these Sirdars, by name Nazo Gunish and Wissajee Samash, Ballarow Govind and Rama Cawn, to conduct the army to Bombay; and for this purpose troops shall be sent with you, or not, as you please. The English army that is with us shall not offer any molestation to any person on the road. The Autrewede and Bundebund provinces and their Sirdars being always under the Sircar, no damage is to be done to them: and the English army from Calcutta having crossed the Nerbuddah is now at Hussengabad; it is not to be permitted to proceed forwards, but is to be sent back to Calcutta, and on the road no molestation is to be given to any one. The before-mentioned agreement is formed by the mediation of Tookajee Holcar and Madjee Scindia, and according to it, matters are in future to proceed without any kind of failure. This we pledge the English faith to observe, and the Sircar is also to observe it. No aid or protection is to be afforded to the French.

A. D. 1779. Convention of Wurgaon.

Signed in the Maratta Camp, by
THOMAS HOLMES and WM. G. FARMER.

Signed in the English Camp, by
JOHN CARNAC and CHARLES EGERTON.

AGREEMENT *of* John Carnac, *Esq. Counsellor, and* Colonel Egerton, *and English Committee of Bombay, with* Madajee Scindia.

That after falling out with the Sircar of Maderow Narrain Pundit Purdhan, we with an army came upon the Gaut, and remained at Tullagaon, on which you ordered a fighting, and we both parties did fight, in which we were defeated, returned back, and encamped at Wurgaon with Dada Saheb. We could hardly reach Bombay with our army and stores, considering which we sent Messrs. Farmer and Holmes to you, desiring you would become between us, and get the Sircar's and our Treaty settled as before, and conduct us and the army to Bombay: on which you did suspend the war. You came between us and got the Sircar's and English Treaty settled, and you promised to conduct us and the army to Bombay, without molestation from any body. You made our escape entirely; all which we took into our consideration, and were very glad. You are a principal officer and a well-wisher to this government, which has induced us to keep a friendship with you. This came into our mind, and we were satisfied that you made us free from the Sircar's and every body's molestation, and got the Treaty settled as before, without any dispute from the Sircar; therefore we thought we should serve you,

A. D. 1779. Convention of Wurgaon.

and for which reason have, of our free will and accord, agreed under the King's and Company's seal, to deliver up to you the fort of Baroach, with its government, in the same manner as the Mogul did hold it, which fort is now in our possession, and which we have given you. We further agree that we will, on our arrival at Bombay, obtain the Governor's Dustuck, under the King's seal, to the Killedar of Baroach, and deliver the fort and its country in the manner the Mogul did hold it up to you, under oath no dispute shall arise in this. This we promise solemnly; and we have left Mr. Farmer and Mr. Charles Stewart with you, as hostages for the performance of this agreement. We will let no dispute arise. This we agree to in writing.

Wurgaon, near Tullagaon, 27th Julheze.

N. B. The above was translated by a native linguist, and is an exact copy thereof.

Sunday, 17th. This morning Mr. Farmer returned to the Maratta camp with Madajee Scindia's Vakeel, with the papers executed

B. N. *The Governor and Council of Bombay refused to ratify this Convention.*

No. XXX.

Treaty *with* Futty Sing, 1780.

A. D. 1780. Futty Sing.

Treaty *between the Honorable* English East-India Company *and* Futty Sing Row Guicowar Shemseer Behader, *concluded at the Village of* Candeela, *in the* Purgunnah *of* Dubhoy, *January the* 26*th*, 1780.

The Ministers of the Maratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard, in the name of the Honorable Governor General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English, compelled them to take up arms in defence of their own rights and possessions, the Honorable the President and Select Committee of Bombay, with the sanction and approbation of the Honorable the Governor-General and Council of Fort William, have appointed and authorised Brigadier General Goddard to settle and conclude a Treaty of lasting peace and alliance, betwixt the Honorable English East-India Company on one part, and Futty Sing Row Guicowar Shemseer Behader, for and in the name of all the Guicowar Family, on the other; and the following are the articles of convention mutually entered into.

ARTICLE I.

Tha English and Futty Sing Row agree to a league of defensive alliance, and to protect each other against all foreign enemies whatever. A. D. 1780 Futty Sing.

ARTICLE II.

The ministers of the Maratta State, by repeated violations of Treaty, as well as their late conduct, having drawn on themselves the just resentment of the English; having also, by undue acts of oppression, proved themselves the enemies of Futty Sing; for these reasons, and because the most firm and sincere friendship has long subsisted betwixt the Honorable Company and Futty Sing, the contracting parties mutually agree to enter immediately into an offensive league, excluding the government of Poonah from all share of country in the province of Guzerat whatever.

ARTICLE III.

The English agree to support and defend Futty Sing in possession of his share of the Guzerat province; and Futty Sing is to assist and support the English in possessing themselves of, and maintaining the share now held by the Government of Poonah.

ARTICLE IV.

In order to accomplish this service, as a firm friendship is now established betwixt the English and Futty Sing, the latter agrees to join the English with three thousand horse, according to custom, and as many more as he can possibly raise, to act in conjunction with them, during the present war, whenever they shall call upon him to do so.

ARTICLE V.

As the present mode of partition betwixt the Poonah Government and Futty Sing is attended with great loss and inconvenience, from the disputes that must arise from the interference of the officers of each, in collecting the revenues of the same places and that lay interspersed with one another, it is agreed upon, that a new settlement of the province of Guzerat shall take place, for the mutual benefit and convenience of both parties, the express object of which will be an absolute and specific partition of the whole territory betwixt the Honorable East-India Company and Futty Sing, according to the proportion of the revenues now respectively held by him and the Marattas.

ARTICLE VI.

Ahmedabad and its dependencies, that is to say, the country to the north of the river Myué, now possessed by the Poonah Govern-

A. D. 1780 ment, to be allotted to Futty Sing; in lieu of which the English are to be put in possession of the Guicowar division of the country, south of the Tappey, known by the name of Attaveezy, and their share of the revenues of Surat.

Futty Sing.

ARTICLE VII.

The English will give such assistance of force as Futty Sing may require, to conquer and put him in possession of the Poonah share of the country to the north of the Myhé.

ARTICLE VIII.

The final partition and settlement of the Guzerat province being made, each party is to have the distinct and sole government and possession of the division alloted him, and to hold his share independent of, and unconnected with the other, except when united for their common defence against a foreign enemy; which they mutually, and in the most solemn manner, agree to do And this partion and settlement mutually agreed to, is to be binding upon them and their posterity for ever.

ARTICLE IX.

Futty Sing having requested that the English support him in withholding the annual tribute hitherto paid by him to the Poonah Government, it is stipulated that the Honorable Company will do so, till a final peace shall be concluded betwixt them and the Poonah Government, in which the interest of Futty Sing shall be carefully and equally attended to with their own.

ARTICLE X.

In consideration of the advantage that will arise to Futty Sing from the above article, and as a proof of his sincere regard and friendship for the English, he agrees to cede to them the district of Zinnore, and the villages situated in the Broach Purgunnah, now belonging to him, both which are to remain for ever in the possession of the Company.

ARTICLE XI.

All the countries and places made over to the English in this Treaty by Futty Sing, are to be delivered into their hands, and the collections accounted for to them from the day that Futty Sing is put in possession of the city of Ahmedabad; and no demands of collection for any past time is to be made in them by Futty Sing.

ARTICLE XII.

It is agreed, that two copies of this Treaty be immediately sent to the Honorable President and Select Committee of Bombay for their

approbation, and to be by them transmitted to the Honorable Governor-General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy, so authenticated, is to remain with the Honorable President and Select Committee of Bombay, and another with Futty Sing. A. D. 1780. Futty Sing.

A true Copy,
(Signed) THOMAS GODDARD,

A true Translation,
(Signed) DALHOUSIE WATHERSTONE,
Persian Translator.



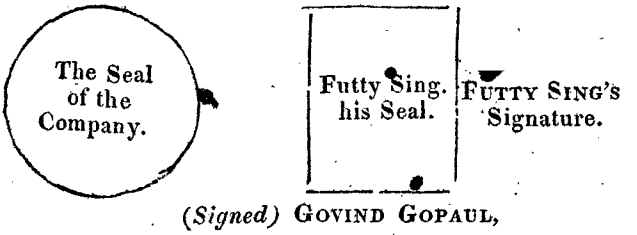
This Treaty was signed, sealed and delivered to the contracting parties by each other, in presence of us, who have hereunto signed our names.

(Signed) JOHN COCKERELL,
Quarter-Master-General.

EDWARD HEARD,
Adjutant-General.

N. B. A copy of this Treaty was also written in Persian and the Articles respectively placed opposite to the English ones, and signed as follows:

(Signed) THOMAS GODDARD.



(Signed) GOVIND GOPAUL,
The Rajah's Duan.

(Signed) ROLAGEE SCINDIA,
Maried to the Daughter of Seajee, Futty Sing's Brother.

No. XXXI.

AMENDED TREATY *with* Eutty Sing, 1780.

TREATY between the Honorable English East India Company and Futty Sing Row Guicowar Shemseer Behader, concluded at the Village of Candeela, in the Purgunah of Dubhoy, January the 26th, 1780.

A. D. 1780. Futty Sing.

The Ministers of the Maratta State having refused to accept of the reasonable terms of accommodation offered them by Brigadier General Thomas Goddard, in the name of the Honorable the Governor General and Council of Fort William, and by their obstinate perseverance in hostile intentions against the English, compelled them to take up arms in defence of their own rights and possessions, the Honorable the President and Select Committee of Bombay, with the sanction and approbation of the Honorable the Governor General and Council of Fort William, have appointed and authorised Brigadier General Goddard to settle and conclude a Treaty of lasting peace and alliance betwixt the Honorable English East-India Company on the one part, and Futty Sing Row Guicowar Shemseer Behader, for and in the name of all the Guicowar Family, on the other; and the following are the articles of convention mutually entered into.

ARTICLE I.

A Treaty between the Chiefs of the English Company and Futty Sing Row Guicowar Shemseer Behader is concluded under solemn engagements, that the friends of the one shall be the friends of the other, and the enemies of the one the enemies of the other. If any one shall invade the territories of the English it shall be incumbent on Row Shemseer to punish him, and if any one shall invade the country of the said Row, the chiefs of the English Company shall use their endeavours to repel him. In this let no deviation happen.

ARTICLE II.

Whereas the Ministers of Poonah have repeatedly violated the Treaty, which under the strongest engagements they entered into with the Chiefs of the English Company, and whereas they have committed various acts of hostility towards the English, and having also bound their loins with enmity against Futty Sing Row Guicowar Shemseer Behader, have greatly oppressed him, wherefore it has be-

come necessary for our mutual honor, to check and resent the injuries which have been committed by the Ministers of Poonah. It is therefore at present agreed, that having removed the Government of the Ministers of Poonah from the country of Guzerat, we will conquer and possess ourselves of the whole country of Guzerat and the Soubah Ahmedabad, and make such an arrangement, that the Ministers shall not be able to receive or collect a single Daum from that country. A. D. 1780. Futty Sing.

ARTICLE III.

The share of the country of Guzerat belonging to the Guicowar, shall be continued and kept entire, and the share of the Ministers of Poonah shall be enjoyed by the English Company; and Row Shemseer Behader shall support and assist the Chiefs of the English Company in taking it, and in keeping possession of it: and the Chiefs of the English Company shall not fail to support and assist Row Shemseer Behader in the defence and maintenance of his share.

ARTICLE IV.

As it is of particular importance to settle the country, and as a Treaty of union is established betwixt Row Futty Sing Shemseer Behader and the English, Row Shemseer Behader engages that he will supply for the present war three thousand horse, as usual, and further, as many more as he can at the requisition of the Chiefs of the English Company, and will perform all that is incumbent on a conjunction of interest.

ARTICLE V.

Whereas, in the divisions held by the Guicowar and the Ministers of Poonah respectively, by reason of the double Government which exists in the same town, and the vicinity of their villages to one another, disputes and quarrels daily take place, the collection of the revenues of the country is impeded and prejudiced, and the Ryots are distressed; the English Chiefs are, for these reasons desirous of settling a new partition, so that a Treaty having mutually taken place no difference may arise: and with a view to the interest and welfare of both, a portion of country, equal to the share held at present by the Ministers of Poonah, according to the established collections and customary receipts of revenues, shall, after the conquest of these districts, be given in exchange to the Company. It is intended that there shall not be a Daum difference,

ARTICLE VI.

A. D. 1780. Futty Sing.

The city of Ahmedabad together with the Purgunnahs, that is to say, the whole of the country laying on the other side of the river Mahé which is now possessed by the Poonah Government, shall be conquered and given to the Row Shemseer Behader, and in exchange for it, the Pergunnahs of Surat Attaveesee, and the Chout of the city of Surat, shall be allotted to the share of the English Company. Whatever difference may arise in the revenue of the respective shares by this exchange, shall be adjusted according to the preceding article.

ARTICLE VII.

Whenever Row Shemseer Behader shall require troops to conquer the country comprehended under the share of the Ministers of Poonah, and laying on the other side of the river Mahé, they shall be supplied by the English Company.

ARTICLE VIII.

After the partition of the country of Guzerat is effected, each party shall have the sole government in the districts alloted to their respective shares, and shall have no dependence on one another, except when any enemy shall invade the country of Row Shemseer Behader, in which case assistance shall be brought by the English Company; and if any enemy shall invade the share of country allotted to the English Company, Row Shemseer Behader shall afford support and assistance, and this partition of the country of Guzerat, which hath with mutual approbation been settled between Row Shemseer Behader and the English Company, shall perpetually remain and be continued to their respective descendants and successors: in no respect shall it be broken through by either.

ARTICLE IX.

Agreeable to the representation of Row Futty Sing Behader, the money which he annually sends to Poonah must not be sent: he must keep it with himself. Whenever any negociation of peace shall take place with the Ministers of Poonah, the interest and welfare of Row Shemseer Behader shall be first discussed. The Interest of Row Shemseer Behader and the interest of the Company are one and the same.

ARTICLE X.

As the above article is for the advantage of Row Futty Sing Shemseer Behader, he from the friendship and regard which he bears towards the Chiefs of the English Company, shall make over to the Company the district of Zinnore, together with the villages of Baroach, which are at present in his possession. Whatever difference may arise in the revenue of the respective shares by this exchange, shall be adjusted according to the fifth article. A. D. 1780. Futty Sing.

ARTICLE XI.

All the Pergunnahs and villages above-mentioned shall be delivered over to the Chiefs of the Company from the day on which the city of Ahmedabad is delivered over to Row Shemseer Behader. From the day on which possession is taken of the city of Ahmedabad, the revenues of the above Pergunnahs shall be enjoyed by the English Company, and from that day no claim of collection shall be made, on account of the time past, in these Pergunnahs.

ARTICLE XII.

It is agreed, that two copies of this Treaty be immediately sent to the Honorable President and Select Committee of Bombay for their approbation, and to be by them transmitted to the Honorable Governor-General and Council of Fort William, under whose sanction it is concluded, in order to receive their final confirmation and ratification, after which one copy, so authenticated, is to remain with the Honorable President and Select Committee of Bombay and another with Futty Sing.

Approved the draft, and ordered that a fair copy of it be made in duplicate, to receive the signature of the Members of the Board, and to be sealed with the seal of the Company.

No. XXXII.

TRANSLATION of the Sunnud given by the Peshwah to the Rajah of Peinth, dated Showall the first Fuslee, 1200. *May, June* 1790.

Your dependants Ragoo Mokoond Proheet, Abbajee Sunkar Muzumdar, Kristnajee Suddasheo Furnavees and Soondur Shamjee having represented that the Sumusthan A. D. 1790. Rajah of Peinth,

A. D. 1790. Rajah of Peinth.

has been sequestrated on account of Debts due to Dhondo Mahdeo, and that you petition that the amount due be defined and the Sumusthan restored, it is resolved that such shall be done.

The Nuzzur to be received by Sirkar on this occasion is Rupees 1,25,000; the sum for the payment of Dhondoo Mahdeo's Debt is fixed at Rupees 25,000 the total, viz. 1,50,000 Rupees is to be taken, with the Interest at 9 annual Instalments, 8 of which are fixed at 20,000 Rupees each and the ninth at 15,000; the interest is thus to be divided, to Dhondoo Mahdeo 4,166, to the Sirkar 20,834, making the total Interest payable 25,000 Rupees. The Nuzzur as well as the Debt is to be paid to Dhondoo Mahdeo for the public expences, and a Receipt to be taken from him for the amount in Nassuk Rupees. It is further resolved that the Fort of Kurraee shall be retained by Government and for its support the Purgunna Hursoor also, which is estimated at 5,000 Rupees, and of which establishment Nurhur Gopaul Josee is appointed manager, to him therefore you will hand over the Ordnance and other Articles belonging to the Fort and take a receipt for the same, and having done so, live in peace and in the fear of Government in the Sumusthan.

The above Sunnud is for Chimnajee Dhulput Row, Raja of the Peinth Sumusthan.

True Translation.
(Signed) JOHN WARDEN.

No. XXXIII.

AGREEMENT WITH THE RAJAH OF TRAVANCORE, COMMONLY CALLED THE PEPPER CONTRACT. 1793.

A. D. 1793. The Rajah of Travancore.

ARTICLES of Agreement made and entered into by the Honorable Major General Robert Abercromby, President and Governor of Bombay, for and on Behalf of the Honorable United English East-India Company and their Successors, on the one Part, and Gueswa Pilla, Dewan to his Highness the Rajah of Travancore, for and on Behalf of his said Highness and his Successors, on the other Part, this 28th Day of January of the English Year 1793, *viz.*

That this agreement shall not affect or interfere with any agreements subsisting between the said Honorable Company and the said Rajah; and the said Rajah shall deliver to the said

A. D. 1793.

The Rajah of Travancore.

Company, between the 10th February 1794 and 10th April following, three thousand Candies of (560 pounds weight) of clean pepper, at the rate of one hundred and fifteen Bombay Rupees for each Candy, exclusive of two Rupees customs for each; and shall further deliver a similar quantity (three thousand Candies) annually, at the same price and at similar periods, for nine successive years, that is, three thousand every year, until the 10th April 1804 (English computation.)

That of the pepper above stipulated to be delivered annually, two thousand five hundred Candies shall be delivered at Quilon, and the remaining five hundred Candies at the said Company's warehouse at Anjengo, into the hands of such officer as the Company may appoint for the purpose of receiving it.

That the said Rajah shall receive, in part payment for the said annual contract for pepper, the undermentioned articles, at the usual prices for which he has been debited in former contracts: two thousand stand of arms complete, one hundred Candies of lead, three hundred yards of scarlet broad-cloth superfine, one thousand five hundred yards of ditto fine, twenty seven thousand five hundred yards of red purpet, two thousand yards of blue purpet, five hundred yards of yellow purpet, five hundred yards of green purpet.

That the balance due for the said annual provision of pepper shall be discharged in Bombay Rupees; which balance, together with the warlike stores stipulated to be taken in part payment, shall de made good between the 10th February and 10th April of each respective year that this agreement shall be in force, in like manner, as the Rajah engages to deliver the pepper within those periods.

That should the Rajah fail to deliver the quantity of pepper contracted for by this agreement within the periods specified, he shall forfeit to the said Company fifty-seven Rupees and an half penalty for each Candy of pepper so deficient. In like manner, should the Company fail, on their part, to make good to the Rajah the amount specified in the agreement within the terms prescribed, they shall forfeit a penalty of double the sum so deficient.

In witness of the foregoing agreement, Major General Abercromby and Gueswa Pilla have subscribed to two copies thereof which have been mutually exchanged, and have affixed their seals, this 28th day of January, 1793.

(*Signed*) ROBERT ABERCROMBY.

No. XXXIV.

TRANSLATION of the Cowl Namah or written Engagement from the Imaum of Muscat.

L | S

A. D. 1798.

Imaum of Muscat.

Deed of agreement from the State of the Omanion Asylum, under the approbation of the Imaum the director, Syud Sultaun, whose Grandeur be eternal; to the high and patent English Company whose greatness be perpetuated, as comprehended in the following Articles.

ARTICLE I.

From the intervention of the Nawab Elmanded Doula Mirza Mehidy Alikhan Hutmut Jung, never shall there be any deviation from the Cowlnamah.

ARTICLE II.

From the recital of the said Nawab, my heart has become disposed to an increase of the Friendship with that State, from this day forth the friend of that Sirkar is the friend of this, and the friend of this Sirkar is to be the friend of that Sirkar, and the enemy of this is to be the enemy of that.

ARTICLE. III.

Whereas frequent applications have been made, and are still making by the French and Dutch People for a Factory "i, e," a place to seat themselves in, either at Muscat or at Gombroom, or at the other Ports of this Sirkar, it is therefore written that whilst Warfare shall continue between the English Company and them, never shall from the respect to the Company's friendship be given to them throughout all my Territories, a place to fix or seat themselves in, nor shall they get even ground to stand upon within this State.

ARTICLE IV.

As there is a person of the French nation who has been for these several years in my service, and who hath now gone in command of one of my Vessels to the Mauritius, I shall immediately on his return dismiss him from my service and expel him.

ARTICLE V.

A. D. 1798. Imaum of Muscat.

In the event of any French Vessel coming to water at Muscat, she shall not be allowed to enter the Cove, into which the English Vessels are admitted, but remain without, and in case of Hostilities ensuing here between the French and English Ships the Forces of this State by Land and by Sea and my people, shall take part in Hostility with the English; but on the high Seas I am not to interfere.

ARTICLE VI.

On the occurrence of any Shipwreck of a Vessel or Vessels appertaining to the English, there shall certainly be aid and comfort afforded on the part of this Government, nor shall the property be seized on.

ARTICLE VII.

In the part of Abassy (Gombroom) whenever the English shall be disposed to establish a Factory, I have no objection, to their fortifying the same and mounting guns thereon as many as they list, and to forty or fifty English Gentlemen residing there with seven or eight hundred English Sepoys and for the rest the rate of Duties on goods on buying and selling will be on the same footing as at Bussora and Abasheher.

Dated 1st Jemdayalawul 1213.
Hijree or 12th of October 1798.

L. S.

No. XXXV.

A. D. 1800. Imaum of the State of Oman.

AN AGREEMENT entered into by the Imaum of the State of Oman with Captain John Malcolm Bahader, Envoy from the Right Honorable the Governor General, dated the 21st of Shaban 1213 Hijree, 18th January 1800.

ARTICLE I.

The Coalnamah entered into by the Imaum of Oman with Mehedy Ali Khan Bahader, remains fixed and in full force.

ARTICLE II.

A. D. 1800. Imaum of the State of Oman.

As improper reports of a tendency to interrupt the existing harmony and create misunderstanding between the two States have gone abroad and have been communicated to the Right Hon'ble the Governor General the Earl of Mornington, K. P. with a view to prevent such evils in future, we, actuated by sentiments of reciprocal friendship, agree that an English Gentleman of respectability on the part of the Hon'ble Company shall always reside at the Port of Muscat and be an Agent, thro' whom all intercourse between the States shall be conducted, in order that the actions of each Government may be fairly, and justly stated, and that no opportunity may be afforded to designing men, who are ever eager to promote dissensions, and that the friendship of the two States may remain unshaken till the end of time, and till the Sun and Moon have finished their revolving career.

Sealed in my presence,
Signed, JOHN MALCOLM.
(True Copy and translate)
Signed, R. STRACHY.

L. S.

No. XXXVI.

TREATY *with the* Nabob of Surat, 1800.

ARTICLES of agreement between the Honorable East-India Company and their Successors and the Nabob Nasur-ud-Deen Khan, &c. &c. and his Heirs and Successors, for the better Administration of the Government of the City of Surat and its Dependencies.

A. D. 1800. Nabob of Surat.

Whereas the Honorable the English East-India Company have been subjected to a heavy expense for the protection of the city of Surat, and whereas the existing system of internal government in the said city has been found inadequate to the protection of the persons and property of the inhabitants; and whereas the Right Honorable the Earl of Mornington, Governor General of the British Possessions in India, and the Nabob Nasur-ud-Deen, &c. are mutually desirous of providing more effectually for the external defence of the city of Surat, and for the security, ease, and happiness of the inhabitants, the following articles of agreement are concluded, on behalf of the Honorable English Company and their Successors, by the Honorable Jonathan Duncan, Governor of Bombay, vested

with full powers for that purpose by the said Governor General on the one part, and by the Nabob Nasur-ud-Deen, and his heirs and successors, on the other part. A. D. 1800. Nabob of Surat.

ARTICLE I.

The friendship subsisting between the Honorable English Company and the Nabob Nasur-ud-Deen Khan, &c. &c. is hereby strengthened and confirmed, and the friends and the enemies of one shall be considered to be the friends and enemies of the other.

ARTICLE II.

The Nabob Nasur-ud-Deen agrees, that the management and collection of the revenues of the city of Surat, and of the territories, places, and other dependencies thereof, the administration of civil and criminal justice, and, generally, the whole Civil and Military government of the said city and its dependencies, shall be vested, for ever, entirely and exclusively in the Honorable English Company.

ARTICLE III.

It is agreed, that the Nabob shall be treated, on all occasions, with the same respect and distinction as his predecessors.

ARTICLE IV.

The English Company agree to pay to the Nabob Nasur-ud-Deen and his heirs, out of the revenues of Surat and its dependencies, in four equal quarterly payments, one lack of Rupees annually, which shall be considered to be the first charge payable from the said revenues. The Company also engage to pay to the said Nabob and his heirs, in addition to the above-mentioned lack of Rupees, a proportion of one-fifth of the annual revenues now arising, or which may hereafter arise, from the said city and its dependencies, after deducting the said lack of Rupees, the sum payable to the Mahrattas and the charges of collection. The residue of the revenues, after the foregoing deductions, shall be at the disposal of the said Company.

ARTICLE V.

In order that the Nabob may, at all times, have full satisfaction, in respect to the revenues of Surat and its dependencies, he the said Nabob shall be at liberty to inspect all the accounts thereof, from time to time, or to station

A. D. 1800. a Vakeel, or accountant, at his own expense, in all or any of the offices of collection, for the purpose of taking and transmitting to his Excellency copies of all or any of the accounts of the said revenues.

Nabob of Surat.

ARTICLE VI.

Courts shall be established for the due administration of civil and criminal justice; which courts, agreeably to the stipulations in the second article, shall be under the sole authority of the English East-India Company. The said Courts shall be composed of officers to be appointed by the Governor in Council of Bombay for the time being, and shall be conducted according to such ordinances and regulations (framed with a due regard to the existing laws and usages of the country) as shall, from time to time, be published by the said Governor in Council.

ARTICLE VII.

In complaints brought before the courts of justice, in which it shall appear, either by the application of the Nabob or the representation of the defendant, at or before the time of giving in his or her answer, or by the petition of the complainant, that both parties are relations or servants of the Nabob, it is agreed, that such parties shall, in the first instance, be referred for justice to the Nabob, or to any person he may appoint to dispense it. Any complaint against the relations or immediate servants of the Nabob by persons of a different description, shall, in the first instance, be made to the chief civil servant at Surat, who shall refer it to the Nabob, who hereby engages to order an immediate investigation to be made, or in case the parties should desire it, to order the disputes to be referred to a proper arbitration, the Nabob engaging to bring it to a direct issue, and to carry the sentence or award, if unfavorable to his relation or servant, into immediate execution.

By order of the Right Honorable the Governor General in Council,
(Signed) G. H. BARLOW,
Chief Secretary to the Government.

N. B. *The above is the Copy of the Treaty as transmitted from the Governor General in Council of Bengal to the Governor in Council of Bombay, on the* 10*th of March* 1800, *and was ultimately agreed to, without any alteration, by the Nabob of Surat, on the* 13*th May* 1800.

No. XXXV.

Treaty *with the* Nizam.

Dated the 12th October 1800.

TREATY of perpetual and general defensive Alliances between the Honorable the English East-India Company and his Highness the Nabob Nizam Ul Mulk Asoph Jah Behauder Soubadar of the Deccan, his children, heirs and Successors; Settled by Captain James Achilles Kirkpatrick, Resident at the Court of His Highness, by virtue of the powers delegated to him by the Most Noble Marquis Wellesley &c. &c. &c.

A. D. 1800. Treaty with the Nizam.

Whereas by the blessing of God, an intimate friendship and union have firmly subsisted for a length of time between the Honorable Company and his Highness the Nabob Nizam Ul Mulk Asoph Jah Behauder, and have been cemented and strengthened by several treaties of alliance, to the mutual and manifest advantage of both powers who with uninterrupted harmony and concord, having equally shared the fatigues and dangers of war and the blessings of peace, are in fact become one and the same in interest, policy, friendship, and honor. These powers, adverting to the complexion of the times, have determined, on principles of precaution and foresight, and with a view to the effectual preservation of constant peace and tranquillity, to enter into a general defensive alliance for the complete and reciprocal protection of their respective territories together with those of their several allies and dependents, against the unprovoked aggressions or unjust encroachments of all or of any enemies whatever.

ARTICLE I.

The peace, union, and friendship, so long subsisting between the two States, shall be perpetual; the friends and enemies of either, shall be the friends and enemies of both, and the contracting parties agree, that all the former treaties and agreements between the two States, now in force; and not contrary to the tenor of this agreement shall be confirmed by it.

ARTICLE II.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependents or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satis-

A. D. 1800. faction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

Treaty with the Nizam.

ARTICLE III.

For the more distinct explanation of the true intent and effect of this agreement, the Governor-General in Council, on behalf of the Honourable Company, hereby declares, that the British Government will never permit any Power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights or territories of his Highness the Nizam, but will at all times maintain the same, in the same manner as the rights and territories of the Honourable Company are now maintained.

ARTICLE III.

With a view to fulfil this treaty of general defence and protection, his Highness the Nabob Asoph Jah agrees, that two battalions of Sepoys and one regiment of Cavalry, with a due proportion of guns and artillery-men, shall be added in perpetuity to the present permanent subsidiary force of six battalions of Sepoys of one thousand firelocks each and one regiment of Cavalry of five hundred strong (with their proportion of Guns and Artillery men) so that the whole subsidiary force furnished by the Honorable East-India Company to his Highness shall henceforward consist of eight battalions of Sepoys (or eight thousand firelocks) and two regiments of Cavalry (or one thousand horse), with their requisite complement of guns, European artillery-men, lascars, and pioneers, fully equipped with warlike stores and ammunition; which force is to be stationed in perpetuity in his Highness's territories.

ARTICLE IV.

The pay of the above-mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall commence from the day of the entrance of the said additional force into his Highness's territories.

ARTICLE V.

For the regular payment of the whole expense of the said augmented subsidiary force, consisting of eight thousand infantry, one thousand cavalry, and their usual proportion of artillery, his Highness the Nabob Asoph Jah hereby assigns and cedes to the Honorable East-India Company, in

perpetuity, all the territories acquired by his Highness under the treaty of Seringapatam, on the 18th March 1792, and also all the territories acquired by his Highness under the treaty of Mysore, on the 22nd June 1799, according to the schedule annexed to this treaty. A. D. 1800. Treaty with the Nizam.

ARTICLE VI.

Certain of the territories ceded by the foregoing article to the Honourable Company being inconvenient, from their situation to the northward of the river Toombuddrah, his Highness the Nabob Asoph Jah, for the purpose of rendering the boundary line of the Honourable Company's possession a good and well defined one, agrees to retain the districts in question, namely, Copul, Gujjindergurh, and others (as marked in the annexed schedule), in his own possession; and in lieu thereof assigns and cedes, in full and in perpetuity, to the Honourable Company, the district of Adoni, together with whatever other territory his Highness may be possessed of, or is dependent on his Highness's Government, to the south of the Toombuddrah, or to the south of the Kistnah, below the junction of those two rivers.

ARTICLE VII.

The territories to be assigned and ceded to the Honorable Company by the fifth Article, or in consequence of the change stipulated in the sixth Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE VIII.

Whereas the actual produce of a considerable portion of the districts ceded to the Honourable Company by Article sixth, is ascertained and acknowledged to be greatly inferior to their nominal value, as specified in the schedule annexed to this Treaty, and the said districts, cannot be expected for a long course of years to reach their said nominal value; and whereas differences might hereafter arise between the contracting parties, with respect to the real value of the same, and the friendship and harmony happily subsisting between the contracting parties be disturbed by discussions relating to the adjustment of accounts of the produce and value of the said districts; in order to preclude all causes of any such future difference or discussion between the two States the said East-India Company agrees to accept the said districts (with the reservation stated in the sixth Article) as a full and complete satisfaction for all demand on account of the pay and charges of the said subsidiary force; and therefore

A. D. 1800. Treaty with the Nizam.

to whatever extent, or for whatever length of time, the actual produce of the said districts shall prove inadequate to the amount of the subsidy payable by his Highness on account of the said subsidiary force, no demands shall ever be made by the Honourable Company upon the treasury of his Highness, on account of any such deficiency, or on account of any failure in the revenues of the said districts, arising from unfavourable seasons, from the calamity of war, or any other cause. His Highness the Nizam, on his part, with the same friendly views, hereby renouncing all claim to any arrears or balances which may be due to him from the said districts, at the period of their cession to the Honourable Company, and also to any eventual excess in the produce of the said districts, beyond the amount of the subsidy payable by his Highness on account of the said subsidiary force, the true intention and meaning of this Article being, that the cession of the said districts, and the exchanges stipulated in the sixth Article, shall be considered as a final close and termination of accounts between the contracting parties, with respect to the charges of the said subsidiary force.

ARTICLE IX.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to his Highness Asoph Jah, that the Honourable Company's Officers are prepared to take charge of the districts ceded by the fifth Article, his Highness will immediately issue the necessary perwannahs, or orders, to his officers, to deliver over charge of the same to the officers of the Company; and it is hereby stipulated and agreed, that all collections made by his Highness's officer, subsequent to the date of the said perwannahs or orders, and before the officers of the Company shall have taken charge of the said districts, shall be carried to the account of the Honourable Company.

ARTICLE X.

All forts situated within the districts to be ceded as aforesaid, shall be delivered to the officers of the Honorable Company with the said districts; and his Highness the Nabob Asoph Jah engages, that the said forts shall be delivered to the Honourable Company, as nearly as possible, in the same state as that in which his Highness received them.

ARTICLE XI.

His Highness the Nobab Asoph Jah will continue to pay the subsidy of the former subsidiary force and also that of the additional troops, from his treasury, in the same

manner as hitherto observed, until the Honorable East-India Company's Officers shall have obtained complete possession from his Highness's officers of the country ceded to the said Company by the fifth Article. The Company will not claim any payments of subsidy from his Highness's treasury, after their officers shall have obtained possession of the said districts from the officers of his Highness.

A. D. 1800. Treaty with the Nizam.

ARTICLE XII.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war, and, for that purpose, will at all times, be ready to enter into amicable explanations with other States, and to cultivate and improve the general relations of peace and amity with all the Powers of India, according to the true spirit and tenour of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other Power whatever, then his Highness the Nabob Asoph Jah engages that, with the reserve of two battalions of sepoys, which are to remain near his Highness's person, the residue of the British subsidiary force (consisting of six battalions of sepoys, and two regiments of cavalry, with artillery), joined by six thousand infantry and nine thousand horse of his Highness's own troops, and making together an army of twelve thousand infantry and ten thousand cavalry, with their requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion for the purpose of opposing the enemy, and his Highness, further engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution an speedy termination of the said war; the Honorable Company, in the same manner, engaging on their part, in this case, to employ in active operations against the enemy, the largest force which they may be able to furnish, over and above the said subsidiary force.

ARTICLE XIII.

Whenever war shall appear probable, his Highness the Nabob Asoph Jah engages to collect as many brinjarries as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE XIV.

Grain, and all other articles of consumption and provisions, and all sorts of materials for wearing apparel, together with the necessary quantity of cattle, Horses and

1800. Camels, required for the use of the subsidiary force shall, in proportion to its present augmentation, be as heretofore, entirely exempted from duties.
with the

ARTICLE XV.

As by the present Treaty the union and friendship of the two States are so firmly cemented, as that they may be considered as one and the same; his Highness the Nizam engages neither to commence nor to pursue, in future, any negociations with any other Power whatever, without giving previous notice, and entering into mutual consultation with the Honorable East-India Company's Government; and the Honorable Company's Government, on their part, hereby declare, that they have no manner of concern with any of his Highness's children, relations, subjects, or servants, with respect to whom his Highness is absolute.

ARTICLE XVI.

As, by the present Treaty of general defensive alliance, mutual defence, and defence against all enemies, are established, his Highness the Nabob Asoph Jah consequently engages never to commit any act of hostility or aggression against any Power whatever; and in the event of differences arising whatever adjustment of them the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE XVII.

By the present Treaty of general defensive alliance, the ties of union by the blessing of God, are drawn so close, that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other; it is therefore hereby agreed, that if in future the Shorapoor or Gudwall Zemindars, or any other subjects or dependants of his Highness's Government, should withhold the payment of the Sircar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the fact shall be duly ascertained, shall be ready, in concert with his Highness's own troops, to reduce all such offenders to obedience. And the particular interests of the two States being now in every respect identified, it is further mutually agreed, that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Treaty, his Highness the Nabob Asoph Jah shall permit such a por-

tion of the subsidiary force as may be requisite, to be employed in quelling the same within the said districts. If disturbances shall at any time break out in any part of his Highness's dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government in like manner, if required by his Highness the Nabob Asoph Jah, shall direct such proportion of the troops of the Company, as may be more conveniently stationed for the purpose, to assist in quelling the said disturbances within his Highness's dominions. A. D. 1800 Treaty with Nizam.

ARTICLE XVIII.

Whereas, by the favour of Providence a perfect union, harmony, and concord, have long and firmly subsisted between the Honorable East India Company, his Highness the Nabob Asoph Jah, his Highness the Peishwah Rao Pundit Purdhaun, and Raja Rhagojee Bhooslah; therefore, should his Highness Rao Pundit Purdhaun, and Rajah Rhagojee Bhooslah, or either of them express a desire to participate in the benefits of the present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquillity, the contracting parties will readily admit both, or either of the said Powers, to be members of the present alliance, on such terms and conditions as shall appear just and expedient to the contracting parties.

ARTICLE XIX.

The contracting parties being actuated by a sincere desire to promote and maintain general tranquillity, will admit Dowlut Rao Scindiah to be a party of the present Treaty, whenever he shall satisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both States and shall give such securities for the maintenance of tranquillity, as shall appear to the contracting parties to be sufficient.

ARTICLE XX.

This Treaty consisting of twenty Articles being this day settled by Captain James Achilles Kirkpatrick with the Nabob Asoph Jah Behauder, Captain Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nabob, who on his part has also delivered one copy of the same, duly executed by himself; and Captain Kirkpatrick, by virtue of especial authority given to him on that behalf by the Most

A. D. 1800. Treaty with the Nizam.

Noble the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to his Highness, in the space of thirty days, a copy of the same from the Governor-General in Council, in every respect the counterpart of that executed by himself and on the delivery of such copy the Treaty executed by Captain Kirkpatrick shall be returned, but the additional subsidiary force, specified in the third Article, shall be immediately required by his Highness the Nizam, and furnished by the Honorable Company; and all the other Articles shall be in full force from this time.

Signed, sealed, and exchanged, at Hyderabad, on the 12th October, Anno Domini 1800, or 22nd Jemadee ool awul, Anno Higeræ 1215.

No. XXXVI.

TREATY *with* Anund Row Guicowar, *June* 1802.

A. D. 1802. Treaty with Annund Row Guicowar.

ARTICLES *of* AGREEMENT *between the Honorable* Jonathan Duncan Esq., *President and Governor of Bombay, for and in Behalf of the Honorable* East-India Company, *and* Rowjee Appajee, *the* Dewan, *or Minister of* Anund Row Guicowar Senah Khas Khel Shumshere Behauder, *for and in Behalf of the said* Anund Row Guicowar, *in virtue of the full Powers vested in the said* Rowjee Appajee *to treat and settle for the Affairs of the Guicowar Principality with the said Governor of Bombay, which Powers bear Date the* 3*rd of* Zilkad, *or* 8*th of March, in the Year of our Lord* 1802.

ARTICLE I.

Whereas certain articles were, under date the 15th of March last, answering to the 10th Zilkad, entered into, under the abovementioned full powers, by the said contracting parties, in reference to the war then carrying on against Mulhar Row, and providing for the Guicowar Government defraying the whole expense thereof, and for its subsidising a permanent force from the Honorable Company, and ceding to them the Pergunnah of Chourassy and the Guicowar's share of the Choute of Surat; all these stipulations are herein declared to be in full force, and of equal strength and solidity, as if repeated in the present Treaty.

ARTICLE II.

A. D. 1802.

Treaty with Annund Row Guicowar.

Mulhar Row having commenced hostilities with the state of Anund Row Guicowar Senah Khas Khel Shumshere Behauder, and taken possession of Vessanagur, induced Anund Row to solicit the assistance of a British force, for the purpose of effectually reducing Mulhar Row, and taking his fort of Kurree, upon which the English sent a force to Cambay, with the view of bringing the said chieftain to reason, either by peaceable or hostile means; and the latter having, in consequence, been pursued, on account of Mulhar Row's not abiding by the advice of the English, the war has since terminated successfully for the state of Anund Row, who has, in consequence, entered on possession of the fort of Kurree and of its Pergunnahs, and of Mulhar Row's other territories, and made a provision for him in the Pergunnah of Neryad, ceding also to the English Company the Pergunnah of Chickly, situated in the district of the Surat Attaveesy, in full sovereignty for ever, as a spontaneous mark of his gratitude for their assistance in overcoming this opposition to his authority.

ARTICLE III.

By the second article of the convention of the 15th of March last it is stipulated, that Jaydad, or landed funds, equal to the income of sixty-five thousand Rupees per month, shall be assigned to the Honorable Company, to defray the expense of the subsidized force; but as, from the present incumbered and mortgaged state of the districts composing the Guicowar principality, these assignments cannot be effected, and the Honorable Company put into possession during the current year, beginning from the Mirgh of 1859, or June 1802, it is hereby agreed, that the payment of the subsidy for this term shall be secured according to the condition of a separate bond executed for this purpose, under the present date, and that the assignment of land to the Honorable Company shall be effectively and fully accomplished by the Mirgh of 1860, beginning in June 1803. This subsidy to be chargeable to the Guicowar State from the period referred to in the convention of the 15th March.

ARTICLE IV.

The second article of the convention of the 15th March last, proposing to effect a reduction in the number of the Arab force under the Guicowar Government, the principal obstacle to which consists in want of ready money funds, for the liquidation of the arrears of such part of the said

A. D. 1802. Treaty with Anund Row Guicowar.

establishment as it is proposed to disband, and the Honorable Company meaning to extend, to this effect some pecuniary assistance to the Guicowar State, the repayment of this amount is to take place and be secured in the manner following.

The first payment of interest by the Mirgh of 1860, or June 1803; the second year's interest, and one-third of the principal, by the Mirgh of 1861, or June 1804; and all the remaining principal and interest by the Mirgh of 1862, or June 1805. But in the event of failing in the above stipulated payments, the revenue of the Pergunnahs of Barodra, Coral, Senor, Pittad, and Ahemedabad, to the full amount of the Russud, which will be about 11,75,000 Rupees per annum, shall be collected by the Company, in proportion to the advance that may be made by them; and when this debt is fully paid, the collection of that part of the revenue, from the above named Purgunnahs, shall revert again to the administration to the Government of Barodra.

ARTICLE V.

There shall be a true friendship and good understanding between the Honorable English East-India Company and the state of Anund Row Guicowar, in pursuance of which, the Company will grant the said chief its countenance and protection in all his public concerns, according to justice and as may appear to be for the good of the country, respecting which he is, also, to listen to advice. And the state of the Guicowar having represented sundry points to the Governor in which it is interested, he has assured Raoba of the general attention of the Honorable Company to protect the administration of Anund Row in all their rights, and to be aiding to its concerns with his Highness the Paishwa, or elsewhere, on all just occasions, where their assistance may prove requisite and useful.

ARTICLE VI.

For the cultivation and promoting the permanency of the good understanding between the two states, there shall be a constant good correspondence kept up between them, and agents reciprocally appointed to reside with each.

ARTICLE VII.

In future, the subjects of each state who may take refuge with either, shall be delivered up, if the state from which such party or parties shall have fled appear to have any demand of debt, or any just claim against him or them: but

as a free intercourse between the countries and the two governments is also intended, frivolous claims against parties resorting from their own to the other jurisdiction are not to be preferred, and in all serious cases cordiality will be shewn.

A. D. 1802. Treaty with Anund Row Guicowar.

ARTICLE VIII.

This agreement to be binding and permanent, when ratified by the Supreme Government of Bengal, which, in all political concerns, controuls all the other Presidencies; but, in the mean time, to be in full force.

In witness whereof the parties to the foregoing articles of agreement have interchangeably put their hands and seals, in Cambay, this 6th day of June, in the year of our Lord 1802.

(*Signed*) JONATHAN DUNCAN.

Signed, sealed, and delivered,
in the presence of
(*Signed*) A. WALKER,
KAHMAULEDDEEN.

A true Copy,
(*Signed*) H. SHANK,
Acting Political Secretary.

A true Copy,
(*Signed*) J. A. GRANT,
Sub Secretary to Government.

TRANSLATION *of a* SUNNUD, *or Grant of* Chickley, *written in the Form of a Letter to the Honorable* Jonathan Duncan, Esq. *President and Governor of Bombay, by* Anund Row Guicowar Senah Khas Khel Shumshere Behauder.

Mulhar Row Guicowar Himut Behauder being indebted to us for the arrears of our annual accounts, and having exchanged Behanders, or securities, for the future good behaviour on both sides, a settlement had taken place. In the present year Mulhar Row unjustly raised a quarrel with us, and without paying any regard to the Behanders, or securities, we sent to him, for the purpose of discussing the subject, the fort of Bissanagur was taken from us, and he occasioned much disturbance in our country. Babajee

A D. 1802. Treaty with Anund Row Guicowar.

Appajee, in his proceeding with trops to Katia and Katiavod, was opposed by him, and there ensued a battle. In consequence of this we dispatched Kehomaleddeen Hossien Khan Behauder and Gopal Row Bapojee to you, and begged the assistance of the Company Behauder, on condition that we shall defray the charges of their troops for which a due provision has been separately made: but in testimony of our sense of the seasonable assistance afforded to us by the Honorable Company, we now make the Company a present of Chickley, within the province of Surat Attavissy, to be taken possession of by the English, at the beginning of the approaching year, or Suvant 1859, and to enjoy the benefit of it for ever. In this purgunnah, whatever are the gifts and donations, such as annuities, Enams of villages and grounds, charitable allowances, and the rights of the Zemindars, may be observed and allowed for, according the usual rules, and the balance of the present year against that Purgunnah may be discharged, agreeable to its accounts.

Dated 2d Suffer, or 4th June 1802.

A true Copy,
(*Signed*) H. SHANK,
Acting Political Secretary.

True Copy,
(*Signed*) J. HALLETT,
Assistant to the Secretary.

MALSA KAUNT, *in the Rajah's own hand writing.*

I, Anund Row Guicowar Sena Khel Shumsere Behauder, do hereby confirm and ratify such compacts and agreements as my faithful Dewan, Rowjee Appajee, hath in my name, and on my behalf, made and concluded with the Honorable the Governor of Bombay.

ARTICLE I.

I hereby confirm and ratify such grants of lands as my said Dewan, Rowjee Appajee, has made to the Honorable Company, either in Enam or Jaydad; and I also declare, that I hold myself, my heirs, and successors, bound to repay in money, or in such further landed assignments as may be sufficient for the purpose, all debts and expences which the English Government have been at or contracted, in the course of their military operations in Guzerat, undertaken for the support of my Government.

ARTICLE II.

A. D. 1802. Treaty with Anund Row. Guicowar.

I entirely approve and highly commend the prudence of my Dewan, in having obtained a body of English troops to remain permanently in this country, as on their courage and fidelity I place an unlimited dependance.

I have determined that the payment of this subsidiary force shall commence from the first of this month, English style, or 1st of Assar 1859, Hindu æra.

ARTICLE III.

As I repose an entire confidence in the English, I depend on their friendship to shield me from misfortunes. I am sensible that there are many evil disposed persons amongst the Arabs, who disregarding my legal authority, have plotted against my liberty, and even my life.

By the favor of God they have been defeated; but should their wicked machinations, at any time hereafter, succeed, I shall expect the English to release me, and desire that all my acts and deeds, although executed by me in the usual form, while in that state of restraint, may be considered as of no validity. I desire, therefore, that my subjects will pay no attention to my orders, in this situation but hear what Major Walker has to say, strictly following his directions, and assisting him in every measure that he shall devise or direct, for restoring my person to freedom.

Whoever, in short, shall either bring Canoojee into the management of affairs, or shut me up in the fort of Baroda, or elsewhere, is a rebel, and I fully authorize the aforesaid Major Alexander Walker, or the person entrusted with the chief management of the Company's affairs in Guzerat to chastise such disturbers of Government, and bring them to that punishment, which is due to those who endanger the person of their sovereign in every part of the world. Thus, therefore, I order all the faithful officers of Government, Silladars, Sebundy, and others, on any of the foregoing events occurring, to obey Major Walkers's orders.

ARTICLE IV.

Whereas it is signified in certain articles of agreement between the Honorable the Company and my Dewan, Rowjee Appajee, that the English Government is disposed to assist in reducing the Arab force in my service, Major Walker, Resident on the part of the English Government at Baroda, consents to assist me with a pecuniary loan to effect this reduction in the following terms.

ARTICLE V.

A. D. 1802. Treaty with Anund Row Guicowar.

As it seems impossible that I can retrieve myself or my country from its present embarrassments, without reforming and reducing the expense in every department, I do hereby promise and agree to make the necessary reductions by degrees. The objects of reduction are contained in the annexed account; and if possible, they shall be effected at the periods specified opposite to each of the articles.

ARTICLE VI.

Before any money is advanced, Major Walker must be satisfied that a real and effective reduction shall take place. For this purpose an exhibition must be made of the accounts, and a muster taken of the troops in the presence of three persons, *viz*, one on the part of the Company, one on the part of the Guicowar Government, and the third by such of the Jemedars, or Parckhis, as may be the agents of the Sebundy. According to this muster the account shall be taken and discharged.

ARTICLE VII.

I do hereby further agree and promise, that I shall positively reduce the Arab and other force, within six or eight months after the present reduction is accomplished, to the standard of Futteh Sing's time; but to enable me to perform this stipulation, it will be necessary for the English Government to assist me, as they have done on the present occasion.

ARTICLE VIII.

Provision is already made in the fourth article of agreement, executed and interchanged between the Honorable the Governor of Bombay and my Dewan, Rowjee Appajee, bearing date the 6th June, or 5th Suffer last for the payment of the principal and interest of the money to be advanced by the Company; it has since been proposed to pay the same off one year sooner than is thereby provided by applying the entire Russud of the lands appropriated by that article to the amount of 11,75,000 Rupees per annum, to the discharging, in equal proportions of the principal and interest of the money to be advanced by the Company, and by such other persons as may engage therein, Major Walker accepts of the modification by which the Company's advance may be liquidated one year

A. D. 1802.
Treaty with Anund Row Guicowar.

sooner than it would be, by a strict adherence to the letter of treaty, it being however always, understood, that the provisions in the fourth article of the said Treaty of the 6th June, or 5th Suffer, are always in full force, the same as if this subsequent engagement had not been made, in the event of the repayment of the Honorable Company's loan, as well of principal as of interest, failing to be made good in the more speedy mode now proposed. The amount of the above receipt, or Russud, is to be collected every year from the Comavisdars of the Purgunnahs allotted for this purpose, in the Treaty of the 6th June, by such persons as the Government of Bombay may appoint.

ARTICLE IX.

Interest on that part of the pecuniary assistance and aid which the Company may give on this occasion shall be reckoned and accounted for from the time the said Company may raise a loan for that purpose, and it shall be reckoned every six months, at the rate of three-quarters per cent per month of thirty days, instead of every year or every twelve months. All or any loss by exchange, or otherwise, which may arise by bringing the money from Bombay to this place, shall be on my account, and made good by me and my successors.

ARTICLE X.

Conformably to Major Walker's suggestions and wishes, the articles contained in this declaration were written, and to which I have given my assent: but on the event of evil disposed persons attempting any thing unfair or unreasonable against my person, my Dewan, Rowjee Appajee, his son, his brother, nephew, or relations, and Madow Row Tatia Mužumdar, or even should I myself, or my successors, commit any thing improper or unjust, the English Government shall interfere, and see, in either case, that it is settled according to equity and reason.

I have also required of Major Walker, on the part of the Company, to promise that my state and Government shall be permanent, and descend to the lineal inheritors of the Musnud, and that the Dewanship shall be preserved to Rowjee Appajee.

In the last place, I desire to form the most intimate connection with the Company; and that all business with the Poona Durbar may be jointly managed by the English Resident and my Vakeel.

A. D. 1802. Such are my wishes and sentiments, as so help me God. Given at Baroda, 29th July 1802.

Witness.

(*Signed*) GOPAUL ROW BAPOOJEE;
Vaheel in behalf of Sena Kass Khel Shumshere Behauder.

Witness:

(*Signed*) MIGUEL DE LIMA SOUZA.

Treaty with Anund Row Guicowar.

The date of the Mahratta version, in the hand-writing of the Dewan, as also the signature "Anund Row Guicowar Sena Kass Khel Shumshere Behauder." The following words are written in the Rajah's own hand: "the above writing is true."

The Seal.

APPENDIX *to the* TREATY *with* Anund Row Guicowar.

APPENDIX, No. 1.—*Transalation of an Engagement by Mulhar Row Guicowar Himut Behaudar to the Honorable the Governor of Bombay.*

Having through my misfortune fallen into a warfare with the state of Brodera, and been defeated by the army of the said state, assisted by the arms of the Honorable English East-India Company, I surrendered myself on a promise of security to my life and my honor, since which the Government of Brodera hath, at the instance of the Governor of Bombay, on the condition of my sending for my family, and abstaining from all direct or indirect disturbance or conspiracy against either state, made the following provision for me, *viz.* that out of the Pergunnah of Neryad (which is the ancient seat and abode of my predecessor) a Jaydad of a lack and a quarter of Rupees be assigned and committed to me, for the support of me and my children, family, and brothers: wherefore I agree and give in writing, that exclusive of watchmen, not to exceed two hundred men, and a due proportion of Sebundy to make my collections, I am not to maintain any troops whatever, hereby consenting, that the officers of the Sircar of Brodera and of the English gentlemen may, at any time, after ascertaining the fact, cause any excess in my establishment, as above-mentioned, to be dismissed. Neither am I ever to erect any fortifications, but to demean myself, as shall my son, brothers, and followers, in all respects as becomes a true well-wisher of both states, without any deviation or

A. D. 1802.

Treaty with Anund Row Guicowar.

difference whatsoever. As my securities in which respects Major Walker, on the part of the Honorable Company, and Meer Kehmauledin Hesaine Khan Behauder, have at my instance engaged their responsibility, and likewise undertaken to be the guardians of my rights, under this deed and engagement; and should there prove any deficiency in the Jaydad of 1,25,000 Rupees, those gentlemen are, by interposing with the officers of the Brodera Government, to cause it to be made up. Besides this, if after experience had of my good behaviour and the security of my heart, and there thence remaining no doubts respecting me, it should ever please Anund Row Sena Khas Kheyl Shumshere Behauder, with the approbation of this Government, to make any increase in the present provision for me, I shall have cause to be thankful on that account.

Dated 1st of Suffer, 1217, or 2d of June, 1802.

N. B. A Copy of the original of this engagement has been deposited with the officers of Rajah Anund Row's Government.

A true Copy,
Signed. H. SHANK,
Acting Political Secretary.

APPENDIX, No. 2.—*The Governor of Bombay to Malhar Row Himut Behauder.*

Having perused your engagement of the 1st of Suffer, I approve thereof: you are, therefore, in full security, to repair and continue to dwell with your son and brothers, and now dispersed family (whom you are to send for) at Neryad, on the terms of the Sunnud of the 5th of Suffer from Rajah Anund Row Sena Khas Kheyl Shumshere Behauder; and on condition of your acting according to the Sunnud in question, and conforming to your engagement aforesaid, you may be certain of enjoying the full protection of both Sircars, that is, of the English and of Brodera, nor shall any one, either now or hereafter, have the power to occasion you causeless or unjust molestation.

Dated—of June 1802, or 5th of Suffer 1217.

(*Signed*) JONATHAN DUNCAN.

The Company's Seal.

A true Copy,

(*Signed*) H. SHANK,
Acting Political Secretary.

APPENDIX, No 3.—*From Mulhar Row, to Anund Row Guicowar.*

After compliments.

A. D, 1802. Treaty with Anund Row Guicowar.

Having been indebted to you in money, and having Behanders, or securities, between us, I have created a dispute with you, and after entertaining forces have taken your fort of Vissanaghur, and occasioned disturbances in your country, and there ensued a battle with Babajee Appajee.

This induced you to solicit the assitance of the English Behauder. The Honorable Jonathan Duncan Behauder proposed to me a peaceable adjustment, which I did not attend to, wherefore the English, in prosecution of their support to you, have taken from me the fort of Kuree, and all the territories belonging to me, and delivered them into your Sircar, and for myself made a provision of 1,25,000 Rupees per annum from the Pergunnah of Naryad, which has been given to me through his Honor's means, which I shall accept, and together with my son, family, and brothers, will behave to you peaceably. With regard to my conduct the Honorable the Governor hath satisfied you and according as he has thus signified, so shall we conduct ourselves peaceably, without deviation. This Jageer, which has been given me for the maintenance of my family, I shall enjoy, and remain contented with it. I have no sort of claim on you respecting my former places; but if, in conformity to my engagement, I shall continue to conduct myself peaceably, according to the Governor's order, you will get my Jaydad a little increased from the Sircar. Dated the 2d Suffer, or 3d of June, 1802.

Major Walker, on the part of the English East-India Company, and Meer Khemauleddeen Hosseen Khan, are my Bahanders, or securities, for the purpose of this writing.

(*Signed*) MEER KAEMAULEDDEEN HOSSEEN KHAN, *as guarantee.*

(*Signed*) MAJOR WALKER, *as guarantee.*

A true Copy,

(*Signed*) H. SHANK,
Acting Political Secretary.

APPENDIX, No .4.—*From Anund Row, to Mulhar Row Guicowar Himut Behauder.*

After compliments,

The following are the articles for the management of the villages given from the Sircar as a Jagire, the Purgunnah Naryad, to the value of 1,25,000 Rupees, for your expense and the maintenance of your family, *viz*, A. D .1802. Treaty with Anund Row Guicowar.

ARTICLE I.

The Purgunnah of Naryad shall never experience any imposition for the exaction of labor, Binny Bandry, or other articles whatever.

ARTICLE II.

The rule respecting hay, &c. will be continued to you, as it is usually observed in that Purgunnah.

ARTICLE III.

In case of your being oppressed by the Coolies or Murrassies, and if you cannot overcome such difficulties yourself, a force shall be sent agreeably to your requisition, and these evils shall be thereby removed.

ARTICLE IV

Your relations and friends at Kurree shall never experience any molestation, provided they conduct themselves peaceably.

ARTICLE V.

You may receive from the Purgunnah the 1,25,000 Rupees in the manner directed by its deed.

ARTICLE VI.

In case of any calamity, accident, or damage falling to the Purgunnah, a due allowance or credit will be given on examination of its accounts.

The foregoing six articles shall be complied with by the Sircar, for which Major Walker, on the part of the English

A. D. 1802, Treaty with Anund Row Guicowar.

East-India Company, and Meer Khemauleddeen Hossien Khan Behauder, are given as guarantees and mediators. 7th Suffer, or 8th June 1802.

Signature of Raoba, *his Dewan.* | Seal of Anund Row.

N. B. These articles were particularly solicited by Mulhar Row, and granted as an additional favor by Raoba, through the Governor's mediation, just previous to the latter taking leave to return to Brodera.

(*Signed*) JONATHAN DUNCAN.

A true Copy,

(*Signed*) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 5.—*Translation of a Letter from Anund Row Guicowar, to Suckharam Chimnajee, Subedar of Surat Attavissy, dated 2nd Suffer* 1858, *or 3rd June* 1802.

On account of disturbances raised by Mulhar Row Guicowar Himut Behauder with the Sircar, the Honorable Jonathan Duncan, Esq. President and Governor of Bombay, was called on for assistance, therefore the Mahal of Chickley, within the Province of Surat Attavissy, has been given to the Honorable Company, as a donation for them to enter into possession at the beginning of the ensuing year 1859, excepting such gifts and allowances that this Mahal is subject to, which shall be observed and complied with.

A true Copy,

(*Signed*) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 6.—*Translation of a Letter from Anund Row Guicowar &c. to Vitul Row Babajee, Camavisdar of Chickley, dated the 2nd Suffer* 1858, *or 4th June* 1802.

In consequence of the disturbances raised by Mulhar Row Guicowar Himut Behauder with the Sircar, the Honorable Jonathan Duncan, Esq. President and Governor of

Bombay, having been applied to for assistance, the Purgunnah of Chickley, within the limits of Surat Attavissy, has been in consequence given to the Company of the English Behauder, as Enaum, or donation, for them to enter into possession of it at the beginning of the approaching year, or Suvunt 1859; wherefore you will deliver over to the Company Behauder the charge of it accordingly. A. D. 1802. Treaty with Anund Row Guicowar.

A true Copy,

(*Signed*) H. SHANK.
Acting Political Secretary.

APPENDIX, No. 7.—*Translation of a Letter from Anund Row Guicowar, &c. to the Zemindars of Chickley, dated Jesta Soodhe 4th* 1858, *or 4th June* 1802.

In consequence of the disturbances raised by Mulhar Row Guicowar Himut Behauder with the Sircar, the Honorable Jonathan Duncan, Esq., President and Governor of Bombay, was called on for assistance, therefore the Sircar has given to the Company of the English Behauder the Mahal of Chickley as a donation, to be taken possession of by them from the beginning of the Suvunt 1859; saving always and subject to the gifts and donations, such as daily allowances, annuities, Enams of land and villages, charitable allowances, Darakdars, Jassus and the rights of the Zemindars and whatever there may be in this Mahal, therefore you will be obedient to their orders, and attend to the annual gifts and exemptions above specified as usual.

A true Copy.

(*Signed*) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 8.—*Translation of a Letter from Anund Row Guicowar Senah Khas Khel Shumshere Behauder to Myral Narayen, dated 5th Suffer, or 6th June* 1802.

Soorsun-esuney Myatyne-vu-alut (the date of the year in Arabic.)

On account of the English Company Behauder's battalions or troops, expence 50,000 Rupees value in Jaghere, from

A. D. 1802. the Pergunnah Nudyad, is made over; you will put them in possession accordingly.

Treaty with Annund Row Guicowar.

Signed and sealed.

A true Copy,

(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 9.—*Translation of a Sunnud for Dholka, executed by Anund Row Guicowar, to the Honorable Jonathan Duncan, Esq., President and Governor, on Behalf of the Honorable Company, dated 5th Suffer, or 6th June* 1802.

A body of the Honorable Company's forces, consisting of two thousand men besides the artillery, have been subsidized by our Government: their charges are to commence from the date of the reduction of our Arab Sebundy. Landed funds are to be assigned in discharge of this subsidy; but for the ensuing year 1859, all the territories or Mahals belonging to the Guicowar state having been incumbered by mortgages, these assignments cannot be immediately carried into effect, wherefore it hath been agreed, that at the beginning of the year 1860, the Pergunnah of Dholka shall be assigned towards defraying the charges of the subsidized troops, for their future services, and accordingly, in the year 1860, this Purgunnah shall be put into your possession, for the purposes of the abovementioned charges. In this Purgunnah of Dholka whatever annuties, daily allowances, charitable allowances, donations, and Derakdars allowances there may be, should be observed and continued. In the same manner are also some villages in this Purgunnah allowed for the private expences of women of Guicowar families, which are to be continued: the deficiency in the collection arising on this account shall be annually paid in cash.

A true Copy,

(Signed) H. SHANK,
Acting Political Secretary.

A true Copy,

(Signed) JOHN WILLIAMS,
Assistant to the Secretary.

A. D. 1802.

Treaty with Anund Row Guicowar.

APPENDIX, No. 10.—*Translation of a Bond executed by Anund Row Guicowar to the Honorable Jonathan Duncan, Esq., President and Governor, on Behalf of the Honorable Company, dated 5th Suffer, or 6th June* 1802.

Whereas a body of the Honorable Company's troops, consisting of two thousand men besides artillery, have been stationed with us, the expense of which is to commence from the date of the reduction of our Arab Sebundy, and whereas we possess no means convenient to appropriate, or landed funds to defray their expense for the first year, which amounts to Rupees 7,80,000, therefore in part thereof a Jaydad, equal to 50,000 Rupees a year, from the villages of Neryad, has been assigned, and the balance (Rupees 7,30,000) shall be discharged within one year in cash, with nine per cent interest, for which is pledged the revenue of Kurree, after deducting the real charges and the proceeds or what shall be recovered on account of the collections of Bhawnagur and of Katia and Katiavad, for the Gentoo years 1857 and 1858, or through any other means, the sum of 7,30,000 Rupees shall be discharged in ready money, in one year. For the due compliance with this, Babajee Appajee and Kehmauleddien Hossein Khan have been tendered and delivered as securities.

Seal of Anund Row.

Securities: Babajee Appajee, whose name is signed by Ramjee and Kehmauleddien Hossein Khan.

The Seal.

A true Copy,

(*Signed*) J. HALLET,
Assistant to the Secretary.

APPENDIX No. 11.—*Translation of a Letter or Sunnud from Anund Row Guicowar, to the Honorable Jonathan Duncan, Esq., President and Governor of Bombay, dated the 5th Suffer Suvun* 1859.

In consequence of the disturbance raised with this Sircar by Mulhar Row Guicowar Himut Behauder, I have taken possession of his territories through your means, *viz.*

A. D 1802. Treaty with Anund Row Guicowar.

Kurree Eupperbund Deogong, whilst for the maintenance of his family and himself it has been agreed to make a provision in the Pergunnah of Naryad, which inclusive of the Kellodary or fort and articles situated therein, is known to be equal to a rental of 2,25,000 Rupees, out of which he (the said Mulhar Row) shall, on his residing at Naryad with his family as follows, subject to an established or former annual Varauth or assignment, in favour of Kehmauleddien Hossien Khan, on account of his pay and allowances, to the amount of 50,000 Rupees a year, including which last Varauth we have put in possession of Mulhar Row the Cusba, and such part of the villages of the said Pergunnah as shall yield him 1,75,000 Rupees, upon your being the guarantee, and the remainder, to the amount of 50,000 of this Pergunnah, comprehended in its villages, to that amount indiscriminately taken, is made over to you, towards the charges of the subsidized troops, which amount you will accordingly receive on the said account. In this Pergunnah whatever donation, annuities, and Dirakdars allowances are usually paid, should be observed, in proportion to the share of each party; and the Cammavisdars balance on the Mahal in question shall be rateably discharged by each, according to the accounts thereof.

A true Copy,

(*Signed*) H. SHANK,
Acting Political Secretary.

A true Copy,

(*Signed*) J. A. GRANT,
Sub-Secretary to Government.

APPENDIX, No. 12.—*From Anund Row Guicowar Senah Khas Khel Shumshere Behauder, to the Zemindars of the Pergunnah of Nudyad or Nuryad.*

Be it known to all, that out of the villages of this Pergunnah, revenue funds, amounting to 50,000 Rupees, are assigned, in part of the expense of the British subsidized troops.

You are directed to deliver the power in this Jagheer to the English Company Behauder, from the beginning

of the now commencing year, making over possession to them, and yielding obedience to their authority and management. A. D. 1802. Treaty with Anund Row Guicowar.

Dated Jeylsood 6th, 1858, or 5th Suffer.
6th June 1802.

Signed and sealed.

A true Copy,
(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 13.—*Private Engagement to Rowjee Appajee.*

It is the intention of the Government of Bombay, that the Dewanship of Rowjee Appajee, in the Sircar of Brodera, shall be permanent, and that his son, brothers, nephews, and relations and friends, shall be duly protected and supported by the Honorable Company in their just rights; and if the Guicowar, Sena Khas Khel Shumshere Behauder, or any body else, should unreasonably treat them ill, or offer any undue molestation, the Company will protect them, by interfering in their behalf. In witness whereof I have hereunto put my hand and seal, at Cambay, this 8th day of June, in the year of our Lord 1802.

(Signed) J. DUNCAN,

A true Copy,
(Signed) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 14.—*Grant of the Village of Bhatta, in the Pergunnah of Chourassy, to Rowjee Appajee.*

The Honorable English East-India Company, placing the greatest reliance in the good faith and attachment of Rowjee Appajee, Dewan of the Guikwar state, and having in view to extend always their permanent protection to him and to his relations, have, for the purpose of his and their abode, granted to him, from the beginning of the current year 1859 (June 1802), in Enam for himself, his sons, and their or his children, for ever, the village of Bhatta, in Per-

A D. 1802. Treaty with Anund Row Guicowar.

gunnah of Chourassy, to the end, that entering on the possession thereof, he may appropriate its produce to his support.

Dated the 6th June 1802, or 5th Suffer, 1215 of the Higera.

A true Copy,

(*Signed*) H. SHANK,
Acting Political Secretary.

APPENDIX, No. 15.—*Cambay, 27th February*, 1802.

Mr. Miguel de Lima e Souza having read and explained to us yesterday, the 26th instant, the several letters written to him by our Vakeel, Gulabchund Taluckchund, at Bombay, making the Honorable English Company several proposals mentioned in them, for putting into their protection and possession our ports and territories stated in those letters, under several conditions therein stipulated we do hereby confirm the same, and promise never to deviate from any of the proposals made by our said Vakeel, Gulabchund, in his several letters to the said Mr Miguel de Lima e Souza. In witness whereof Manaboy Gerbay, his brother's uncle, and such of his relations who have a right in the territories mentioned by Gulabchund Taluckchund in his letters to Mr. Miguel de Lima e Souza, as are present at this place, have put their names to this, and the signature of others will be taken on their arrival at Dollerah.

Witnesses.

The above was written, read, explained, and signed before us.

(*Signed*) ROBERT HOLFORD,
MUNGAJEE RANGAJEE,
GULABCHUND TALUCKCHUND.

TACOOR MUNABAY GERBAY,
TACOOR SESSMUTJEE SETOJEE,
TACOOR DESSABAY RAZABAY,
TACOOR KULLABAY GERBAY,
TACOOR VAGAJEE SESSABAY,
TACOOR HACKABAY CATTAHBAY,
TACOOR SORROBAY SATABAY,

A. D. 1802. Treaty with Anund Row Guicowar.

Dollerah, 5th March 1802; the following people signed the paper on the other side, confirming the proposals made to the Governor of Bombay by Gulabchund Taluckchund, in his several letters to Mr. Miguel de Lima e Souza.

Witnesses:

The mark * of NATHOOJEE BALLIAJEE,

(*Signed*) GULABCHUND TALUCKCHUND,
MUNGAJEE RANGAJEE.
TACOOR MUNGAGEE ROUZAJEE,
TACOOR BARABAY RAZAJEE,
TACOOR RUPABAY MOZEE,
TACOOR UNEZEE ALLIAJEE,

I, Bugwandoss Nathjee, in charge of the Desseyship of Dandoora, do hereby declare, that the Gracias, who have ratified and confirmed by their signature on this and the other side, the proposals made by their Vakeel, Gulabchund Taluckchund, to the English Government in Bombay, in his several letters to Mr Miguel de Lima e Souza, being sent for, they, one and all declared, they have put their names to this paper, and that on the other side, from their free will In witness whereof I have put my name, in Dollerah, the 6th March 1802.

Dollerah, the 6th March 1802, Churassa Jeejee Agersinjee, inhabitant of Gamp, having just arrived, declared before Bugwandoss Nathjee, that he had desired his relations, Lessajee Sallojee and Manabay Gerbay, to offer to the Government of Bombay his and his family's villages, Vajhe, Morising, Sandially, Pimply, Timboo, Dawser, part of Cataria, and two other pieces of land, on the same terms as they might offer their own: and having seen and had the terms read and explained to me, I do hereby confirm them, and promise to abide by every thing done and agreed upon by Sessajee Sallajee and Manabay Gerbay, through their agent, Gulabchund Taluckchund, agreeable to what is written in his several letters to Mr. Miguel de Lima e Souza. In witness whereof he had made his mark, in the presence of Bugwandoss Nathjee Detsay and other witnesses, Dollerah, the 10th March 1802.

The mark * of CHEERASSAMA,

BUGWANDOSS NATHJEE,
MUNGAJEE RANGAJEE,
DAM WALLAH GERDIAH,
JEEJEE AGERSINGJEE.

A. D. 1802. Treaty with Anund Row Guicowar.

Churassama Bavajee Balliajee, who owns Vaghas consisting of eight large and small villages, came in and confirmed the proposals made bp Gulabchund Taluckchund, and also the signature of Churassama Jeejee Agersinjee, 18th March, 1802.

The mark * of CANOJEE BALLAGEE,
The mark * of BHINJEE KANJEE,

True Copies,

(Signed) J. HALLET,
Assistant to the Secretary.

We, the undersigned, do hereby promise, that we shall not, on our arrival at Dollerah, make any disturbance with any body there, or touch any thing whatever belonging to any inhabitants, so as to afford cause for complaint; we do also promise to give Mr. de Souza every assistance to try and examine every thing we have set forth in our proposals, and shall remain queit and silent, until the Honorable the Governor determines to accept or not our proposals.
Cambay, the 28th February, 1802.

A true Copy,

(Signed) JOHN WILLIAMS,
Assistant to the Secretary.

APPENDIX, No. 16.—*Translation of a Perwanah.*

Anund Row Guicowar Senah Khas Khel Shumshere Behauder to the Gracias of Dhoondooca Choodasama and others, landholders under the said Pergunnah. You have, in consequence of the oppressions from the Rajah of Bhawnagur Limree, and other powerful neighbours, made application to the Honorable the Governor of Bombay, about four years ago, and offering him the villages requested his protection; and at your repeated solicitations upon the subject, the Governor instructed Mr. Miguel de Lima e Souza, on account of the Honorable Company, to make the necessary enquiries respecting the following villages, which you have assigned over, *viz.* Roytulla, Dhollera, Bhimtulla, Bhangur, and Kuperally, and the district of eight villages, altogether about thirteen villages, and what further villages that shall be hereafter under the Company's protection. Thus you have represented to me in person; whereupon this Cowl Perwanah (a grant) is issued to you

from the Sirkar, that after cultivating your respective grounds in the abovementioned Pergunnahs, you may enjoy a peaceable residence there. The Paishwa's Khundrug for the Pergunnah Doondooka and the Sircar's usual Jummabundy to be regularly paid, and you shall experience no oppression from the Sircar. The Honorable Company shall have the Government of those villages, inhabit and cultivate them, and shall take upon themselves the management of the port, and hoist their flag; therefore you may rest assured, and observe the usual rules and customs in your conduct, for which you have this Cowl from the Sircar. Dated Jah Soodhe 2nd 1858, or 2nd of June, 1802. A. D. 1802. Treaty with Anund Row Guicowar.

A true Copy,
(*Signed*) JOHN WILLIAMS,
Assistant to the Secretary.

No. XXXVII.

TREATY *with the* PEISWAH, *commonly called the* TREATY *of* BASSEIN,

Dated the 31st December 1802.

TREATY of perpetual and general defensive Alliance between the Honorable English East-India Company and his Highness the Peishwah, Bajee Rao Ragonaut Rao Pundit Purdhaun Behauder, his Children, heirs, and successors, settled by Lieutenant-Colonel Barry Close, Resident at the Court of his Highness, by virtue of the powers delegated to him by his Excellency the Most Noble Richard Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of his Britannic Majesty's Most Honorable Privy Council, Governor-General in Council, appointed by the Honorable Court of Directors of the said Honorable Company, to direct and controul all their affairs in the East-Indies.

A. D. 1802. Treaty with the Peishwah.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time between the Honorable East-India Company and his Highness Rao Pundit Purdhaun Behauder, and have been confirmed at different periods by Treaties of amity and union, the Powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with

A. D. 1802. those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or any enemies whatever.

Treaty with the Peishwah.

ARTICLE I.

The peace, union, and friendship so long subsisting between the two States shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former Treaties and Agreements between the two States, now in force and not contrary to the tenour of this engagement, shall be confirmed by it.

ARTICLE II.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of this Agreement, the Governor-General in Council on behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever to commit with impunity any act of unprovoked hostility or aggression, against the rights and territories of his Highness Rao Pundit Purdhaun Behauder, but will at all times maintain and defend the same, in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE III.

With a view to fulfil this Treaty of general defence and protection, his Highness Rao Pundit Purdhaun Behauder agrees to receive, and the Honorable East-India Company to furnish a permanent subsidiary force of not less than six thousand regular Native Infantry, with the usual proportion of field-pieces and European Artillery-men attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed in perpetuity in his said Highness's territories.

ARTICLE IV.

A. D. 1802.
Treaty with the Peishwah.

For the regular payment of the whole expense of the said subsidiary force, his Highness Rao Pundit Purdhaun Behauder hereby assigns and cedes in perpetuity to the Honorable East-India Company, all the territories detailed in the annexed Schedule to this Treaty.

ARTICLE V.

As it may be found that certain of the territories ceded by the foregoing article to the Honorable Company may be inconvenient from their situation, his Highness Rao Pundit Purdhaun Behauder, for the purpose of rendering the boundary line of the Honorable Company's possession a good and well-defined one, agrees that such exchanges of talooks or lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require. And it is agreed and covenanted, that the territories to be assigned and ceded to the Honorable Company by the fourth Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE VI.

Notwithstanding the total annual expense of the subsidiary force is estimated at twenty-five lacs of Rupees, his said Highness has agreed to cede by Article IV., lands estimated to yield annually the sum of twenty-six lacs of Rupees, the additional lac being intended to meet possible deficiencies in the revenues of the said lands and save the Honorable Company from loss.

ARTICLE VII.

After the conclusion of this treaty, and as soon as the British Resident shall signify to his Highness Rao Pundit Purdhaun Behauder, that the Honorable Company's officers are prepared to take charge of the districts ceded by Article IV., his Highness will immediately issue the necessary perwannahs or orders to his officers, to deliver over charge of the same to the officers of the Honorable Company. And it hereby agreed and stipulated, that all collections made by his Highness's officers, subsequently to the date of the treaty, and before the officers of the Honorable Company shall have taken charge of the said

A. D. 1802. districts, shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this treaty, shall be considered as null and void.

Treaty with the Peishwah.

ARTICLE VIII.

All forts situated within the districts to be ceded as aforesaid, shall be delivered to the officers of the Honorable Company with the said districts; and his Highness Rao Pundit Purdhaun Behauder, engages that the said forts shall be delivered to the Honorable Company without being injured or damaged, and with their ordinary equipment of ordnance, stores, and provisions.

ARTICLE IX.

Grain and all other articles of consumption and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties; and the commanding officer and officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance; such as the protection of the person of his Highness, his heirs, and successors, the overawing and chastisement of rebels or exciters of disturbance in his Highness's dominions, and the due correction of his subjects or dependants, who may withold the payment of the Sircar's just claims; but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues nor against any of the principal branches of the Mahratta empire, nor in levying contributions from Mahratta dependants, in the manner of Mooluckgerry.

ARTICLE X.

Whereas much inconvenience has arisen from certain claims and demands of the Mahratta State, affecting the city of Surat, it is agreed, that a just calculation shall be made of the value of the said claims by his Highness Rao Pundit Purdhaun Behauder, and the Government of Bombay; and in consequence of the intimate friendship now established between the contracting parties, his Highness Rao Pundit Purdhaun Behauder, agrees for himself, his heirs, and successors, to relinquish for ever all the rights, claims, and privileges of the Mahratta State

A. D. 1802.

Treaty with the Peishwah.

affecting the said city of Surat, and all collections on that account shall cease and determine from the day on which this treaty shall be concluded. In consideration of which act of friendship, the Honorable East India Company agrees that a piece of land, yielding a sum equal to the estimated value of the said claims of the Mahratta State, shall be deducted from the districts ceded by Article IV.; and on the same principle, and from similar considerations, his Highness further agrees, that the amount of the collections made for the Poona State, under the title of "nogabundy," in the pergunnahs of Chourassy and Chickly, shall be ascertained by an average taken from the receipts of a certain number of years, or by such other mode of calculation as may be determined on. And his said Highness doth further agree for himself, his heirs, and successors, to relinquish for ever the nogabundy collections aforesaid, and they shall accordingly cease from the conclusion of this treaty. And it is agreed and stipulated, that a piece of land, yielding a sum equal to the amount of the said nogabundy collections, shall be deducted from the districts ceded by Article IV., in the same manner as stipulated in regard to the Choute of Surat.

ARTICLE XI.

Whereas it has been usual for his Highness, Rao Pundit Purdhaun Behauder, to enlist and retain in his service Europeans of different countries, his said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered into intrigues hostile to their interests, such European or Europeans so offending shall be discharged by his said Highness, and not suffered to reside in his dominions.

ARTICLE XII.

Inasmuch as, by the present Treaty, the contracting parties are bound in a general defensive alliance for mutual defence and protection against all enemies, his Highness, Rao Pundit Purdhaun Behauder, consequently engages never to commit any act of personal hostility and aggression against his Highness the Nabob Asoph Jah Behauder, or any of the Honorable Company's allies or dependants, or against any of the principal branches of the Mahratta Empire, or against any power whatever; and, in the event of differences arising, whatever adjustment the

A. D. 1802. Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

Treaty with the Peishwah.

ARTICLE XIII.

And whereas certain differences, referring to past transactions, are known to subsist between the Sirkar of his Highness Rao Pundit Purdhaun Behauder and the Sirkar of his Highness the Nabob Asoph Jah Behauder, and whereas an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Sirkars, his Highness, Rao Pundit Purdhaun Behauder, with a view to the above end, agrees, and accordingly binds himself, his heirs and successors, to fulfil and conform to the stipulations of the treaty of Mahr; and his Highness, Rao Pundit Purdhaun Behauder, further agrees, that on the basis of the fulfilment of the said treaty of Mahr, and of the claims of his Highness the Nabob Asoph Jah Behauder to be totally exempted from the payment of Choute, the Honorable Company's Government shall be entitled to arbitrate and determine all such points as may be in doubt or difference between the Sirkars of their Highnesses abovementioned; and his Highness Rao Pundit Purdhaun Behauder further agrees, that in the event of any differences arising between his Government and that of his Highness the Nabob Asoph Jah Behauder at any future period, the particulars of such differences shall be communicated to the Honorable East-India Company, before any act of hostility shall be committed on either side, and the said Honorable Company interposing their mediation in a way suitable to rectitude, friendship, and union, and mindful of justice and established usage, shall apply themselves to the adjustment of all such differences, conformable to propriety and truth, and shall bring the parties to a right understanding. And it is further agreed that whatever adjustment of any such differences the Company's Government, weighing things in the scale of truth and justice, shall determine, that determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is, however, agreed, that this stipulation shall not prevent any amicable negociations which the Honorable Company and the Courts of Poona and Hyderabad respectively may be desirous of opening, provided no such negociation shall be carried on between any of the three parties, without full communication thereof to each other.

ARTICLE XIV.

Whereas a Treaty of friendship and alliance has been concluded between the Honorable Company and Rajah

Anund Rao Guickwar Behauder, and whereas the said Treaty was meditated and executed without any intention that it should infringe any of the just rights or claims of his Highness Rao Pundit Purdhaun Behauder, affecting the Sirkars of the said Rajah, his said Highness adverting thereto, and also to the intimate alliance now established between the contracting parties, doth hereby formally acknowledge the existence of the said treaty between the Honorable Company and Rajah Anund Rao Guickwar Behauder; and inasmuch as, by reason of certain unfinished transactions, the conclusion of which has been suspended from time to time, various demands and papers of accounts are found to subsist between the Government of his Highness Rao Pundit Purdhaun Behauder and the Sirkar of the Rajah afore-mentioned, his said Highness, placing full reliance on the impartiality, truth, and justice of the British Government, doth hereby agree, that the said Government shall examine into and finally adjust the said demands and papers of accounts; and his said Highness further stipulates and binds himself, his heirs, and successors, to abide by such adjustment as the British Government shall accordingly determine.

A. D. 1802.

Treaty with the Peishwah.

ARTICLE XV.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and for that purpose will at all times be ready to enter into amicable explanations with other States, and to cultivate and improve the general relations of peace and amity with all the Powers of India, according to the true spirit and tenour of this defensive treaty. But, if a war should unfortunately break out between the contracting parties and any other Power whatever, then his Highness Rao Pundit Purdhaun Behauder engages that, with the reserve of two battalions of Sepoys which are to remain near his Highness's person, the residue of the British subsidiary force, consisting of four battalions of Sepoys with their Artillery, joined by six thousand Infantry and ten thousand horse of his Highness's own troops, and making together an Army of ten thousand Infantry and ten thousand Cavalry, with the requisite train of Artillery and warlike stores of every kind, shall be immediately put in motion for the purpose of opposing the enemy: and his Highness likewise engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company, in the same manner, engage on their parts,

A. D. 1802. in this case, to employ in active operations against the enemy the largest force they may be able to furnish, over and above the said subsidiary force.

Treaty with the Peishwah.

ARTICLE XVI.

Whenever war shall appear probable, his Highness Rao Pundit Purdhaun Behauder engages to collect as many Brinjarries as possible, and to stow as much grain as may be practicable in his frontier garrisons.

ARTICLE XVII.

As by the present Treaty the union and friendship of the two States is so firmly connected that they may be considered as one and the same, his Highness Rao Pundit Purdhaun Behauder engages neither to commence nor to pursue, in future, any negociations with any other Power whatever, without giving previous notice, and entering into mutual consultation with the Honorable East-India Company's Government: and the Honorable Company's Government, on their parts, hereby declare, that they have no manner of concern with any of his Highness's children, relations, subjects, or servants, with respect to whom his Highness is absolute.

ARTICLE XVIII.

Inasmuch as, by the present Treaty of general defensive alliance, the ties of union are, with the blessing of God, so closely drawn that the interests of the two States are become identified, it is further mutually agreed that, if disturbances shall at any time break out in the districts ceded to the Honorable Company by this agreement, his Highness Rao Pundit Purdhaun Behauder shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall at any time break out in any part of his Highness's dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by his Highness Rao Pundit Purdhaun Behauder, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within his Highness's dominions.

ARTICLE XIX.

It is finally declared, that this Treaty, which according to the foregoing Articles is meant for the support and cre-

dit of his Highness's Government, and to preserve it from loss and decline, shall last as long as the sun and moon shall endure. A. D. 1802. Treaty with the Peishwah.

Signed, sealed, and exchanged at Bassein, the 31st December A. D. 1802, on the 5th Rumzaun, A. H. 1817.

SCHEDULE TO THE TREATY OF BASSEIN.

SCHEDULE of the Territories ceded in perpetuity by His Highness Bajee Row Ragonaut Pundit Purdhaun Bahadar to the Honorable English East India Company Bahadar agreeably to the Fourth Article of the annexed Treaty.

1*st*. From the Province of Guzerat and Territories South thereof.

Dundooka together with Choora, Ranapoor and Goga	1,05,000
Cambay Chouth and Napoor	60,000

South of the Taptee.

Purnair	27,000
Bootsur	6,200
Burvanny	8,800
Bulsur	85,000
Parchole	107,000
Soopa	51,000
Sarbaun	30,000
Vallore	30,000
Bamdoo Kusba	7,900
Waunsda Choute	7,000
Durrumpoory Choute	9,000
Surat Choute	42,100
Customs	83,000

Between the Taptee and Nurbudda.

Oolpar	316,000
Hansood	85,000

A. D. 1802. Treaty with the Peishwah.

Ocliseir	78,000	
Nundavy	65,000	
Total South of the Taptee and between the Taptee and Nurbudda	10,38,000	
Deduct 20 per cent on account of decrease of Revenue	207,600	
		830,400
Nakabundy of Chourasy and Chickly	20,000	
Phoolpara Coomaria Callergom	5000	
		25,000.
2nd. From the Territories near the Toobuddra.		
Savanoor, 26 Talooks	10,22,838	
From Bankapoor	5,56,762	
		15,79,600
Grand Total Rs.		26,00,000

Signed, Sealed and exchanged at Bassien the 31st of December A. D. 1802, or the 5th of Ramzaun A. H. 1217.

No. XXXVIII.

Agreement with Anund Row Guicowar in 1803, Supplementary to the Treaty of March and June 1802.

TRANSLATION of a Copy of a letter to the Honorable English East-India Company, from Anund Row Guicowar Sena Khas Khel Sumshire Behander, dated the 1st Shaval, or 25th January 1803, *accompanying the Resident of Brodera's Letter of the 14th February. Received at Bombay the 20th ditto.*

After compliments,

ARTICLE I.

A. D. 1803. Anund Row Guicowar.

It being agreed between us to subsidize your troops, to the strength of two thousand in number, the following Jagheer is ceded for that purpose, *viz.*

Rupees 1,25,000 From the Pergunnah Nuryad, the amount that had been reserved, after deducting one lack of Rupees for the maintenance of my senior, Mulhar Row Guicowar Heemut Behauder, who having in the current year fled, in such case it ought to be credited

A. D. 1803.
Anund Row Guicowar.

from the next year to your account
1,30,000 Being the estimated revenue of the Neezapoor Mehaul, *viz.*
Net collection about, Rs. 1,20,000
Durbar charges, &c.... ... 10,000

Total Rupees.....1,30,000

25,000 From the Pergunnah Kurree, that is
2,80,000 situated in the vicinity of the Pergunnah of Nuzapoor, say two lacks eighty thousand Rupees worth in Jagheer, ceded in the manner above recited, to commence from next year 1860, Sun Arba Myatine 1204.

ARTICLE II.

The amount you will have to disburse, on account of the respective Pergunnahs, yearly gifts, charity, Darikdars, and Durbar charges, shall be duly accountable to your Sircar by my Sircar, in seeing the same regularly paid, together with the produce of the Enam villages.

ARTICLE III.

On your faithfully executing the Sircar's service, take the advantage of this assignment for the support of the troops. I call God to witness this.

ARTICLE IV.

Soohoor Sun Salas Myatyne Onaluf 1203. What can I write more?

Anund Row's Seal.

Mortub.

Statement of the Districts ceded to the Honorable Company by Anund Row Guicowar.

1. The Pergunnah of Dholka..... .....Rs. 4,50.000
2. Ditto Neryad..... 1,75,000
3. Ditto Bejeapoor, including the Rajah's Khangee, or the revenues allotted for his private expences..... 1,30,000

A. D. 1803.
Anund Row Guicowar.

4. A Tuppa of Kurree, contiguous to Bejeapoor..... 25,000

Rupees.... 7,80,000

Baroda, 18th February 1803.

(Signed) A. WALKER, *Resident.*

LETTER, *or Sunnud, dated 1st Saval or the 25th January 1803, and addressed to the Honorable English, Company by Anund Row Guicowar Shenah Khaskel Sumsher Behauder.*

Two thousand of your troops are in our service, for their part maintenance it is agreed to give Jageer lands as follows, *viz.*

In Neryad, deducting assignments or money agreed to be transferred, to the amount of one lack of Rupees (1,00,000) the remainder of the revenue of that district, being one and quarter lack of Rupees (1,25,000), was allowed for the support of our relation, senior to us in years, Mulhar Row Guicowar Heemut Behauder. which, as, the foresaid fled in the same year, is given to you.

The Pergunnah of Vejapoor valued at one lack and thirty thousand Rupees (1,30,000) *viz.* the revenues one lack and twenty thousand Rupees (1,20,000) and Durbar Kirch, with other articles, ten thousand Rupees (10,000).

The Tuppa of the Purgunnah of Kerree of twenty-five thousand Rupees (25,000) adjoining Vejapoor.

These Jageers, yielding two lacks and eighty thousand Rupees (2,80,000), are given to you from———of the ensuing year 1860 (or Anno Domini 1803-4).

Out of these it will be necessary to pay the usual annual allowances. Versasun Dheunada, or charities, and Dirikdars Daity and Durbar Kirch, the amount of which you may take credit for and I will discharge it.

It is necessary that the troops be supported from the provision thus made, and that they serve us with respect and fidelity.

Stamped with the seals of the state.

A true Translate.

(Signed) R DRUMMOND.

A true Copy,

(Signed) A. WALKER, *Resident.*

A LETTER, *or Sunnud, dated the 10th Mohurrum (3d May) and addressed to the Honorable English Company by His Highness Anund Row Guicowar Shena Khaskel Shumsher Behauder.*

A. D. 1803.

Anund Row Guicowar.

Having maintained my honor and the good of the state, I have given to you in Enam the fort and Jaggeer village of Keda or Keira; take therefore and enjoy the fort and village aforesaid and as you have hitherto maintained a friendly intercourse with my Sircar, and thereby done me honor, continue to do so.

I excuse you of the annual Nuzzerana from thence.

It is hoped that your Sirdars or officers of rank here will always behave faithfully and respectfully towards us.

Stamped with the seals of the state.

A true Translate.

(Signed) R. DRUMMOND,

A true Copy,

(Signed) A. WALKER,

Resident.

LETTER, *or Sunnud, dated the 11th Suffer (or the 2d June 1803) and addressed to the Honorable English Company by Anund Row Guicowar Shena Kashkel Shumsher Behauder.*

Two thousand of your troops are already provided for by treaty: besides them another thousand is now subsidized. In part payment thereof the following places are given from the beginning of the ensuing year, *viz.* the Pergunnah of Matter, valued at one lack and thirty thousand Rupees (1,30,000) the Pergunnah of Modha or Monde, one lack and ten thousand Rupees (1,10,000). The customs of Kimkatodra, north of the Tappee, fifty thousand Rupees 50.000). these amounting to two lacks and ninety thousand Rupees (2,90,000,) I have given in Jaghire for the expence of the additional thousand troops entertained by treaty.

Out of the funds of these possessions it is necessary that you continue to make the usual allowances annually of charities, Direkdars, Daity and Assamidars, and Durbar Kirch as heretofore. Should thereby the amount stipulated for the subsidiary force fall short, it shall be made up from the Sircar.

Having taken and appropriated the fruits of the above places for the support of the additional thousand troops, it is neces-

A D. 1803. Anund Row Guicowar.

sary that your Sirdars perform the services of this Sircar in a respectful and faithful manner.

Stamped with the seals of the state.

A true Translate,

(Signed) R. DRUMMOND.

A true Copy,

(Signed) A. WALKER,

Resident.

TRANSALATION *of a Sunnud from Anund Row Guicowar Senah Khaskel Shumsher Behader to Bohwany Pursaud and Vaney Pursaud of Kimkatodra, dated Moon Suffer, or 2d June,* 1803.

The management of the Syer of Kimkatodra Tappee Wooter Teer, or on the north side of the Tappee river, is taken from you and given to the Honorable Company on account of the subsidy engagement, therefore you will deliver over the charge of the said Syer from the first Karticksood Arabah Meyatane (or from the 16th October, 1803) to the Honorable Company.

(Signed) A. WALKER,
Resident.

TRANSLATION *of a Sunnud from Anund Row Guicowar Senah Khaskhel Shumsher Behader, to all the Jemadars of Kimkatodra Tappee Wooter Teer, or on the North Side of the Tappee River, dated the 11th Suffer* 1859, *or 2nd June,* 1803.

I have discharged Bhawany Pursaud and Vaney Pursaud from the management of the Syer Kimkatodra Tappee Wooter Teer, and given it to the Honorable Company on account of the additional subsidy, wherefore you will obey this order, and deliver over the charge of the said Syer, from the first day of Mergsaul, to the Honorable Company.

A true Copy of the Translation.

(Signed) A. WALKER,

Resident.

No. XXXIX.

A. D. 1803.

The Rajah of Soonth.

TREATY *with the* Rajah of Soonth, 1803.

Trusting and believing in Providence: I hereby declare that, desirous to embrace the very amicable offer made to me by Colonel Murray, commanding the British troops in Guzerat Attaveesy, and conquered districts, on behalf of the Honorable Company Behauder, and to cement the friendship which at present so happily exists between me and the Honorable Company's Government, I have, in testimony thereof, of my free will and consent, entered into the following engagements with the Honorable Company Behauder, under whose protection it has pleased the Almighty to place me.

ARTICLE I.

As tributary to Powaghur and the Honorable Company Behauder, I hereby engage to continue the payment of the same annual tribute as it has been usual for me to pay to the late Government of Dowlut Row Scindia, namely, 2,700 Rupees: but should it please the Honorable Company's Government graciously to release me, in future, from the payment of the aforesaid tribute, then I engage to present them annually with such Nuzzerannee, in token of my allegiance, as they may be pleased to direct, which shall be in lieu of all other sums whatever; and as long as I continue faithfully to adhere to the interests of the Honorable Company, this concession of the tribute to be paid by me, if acceded to by his Excellency the Governor General in Council, shall not be liable to be revoked.

ARTICLE II.

I engage, on every occasion, to consider the enemies of the English as my own, and to the last extremity to defend my country, and oppose any attempt of a hostile nature which may be made by a foreign power, for the passage of troops through my districts and relinquish all claim to indemnification for any losses myself or subjects may suffer on the occasion

ARTICLE III.

On all occasions when my country is threatened by a foreign force, either on account of my attachment to the British Government, or by people, my enemies, I shall receive assistance from the Honorable Company's Government, to enable me to resist the enemy: unless it should

A. D. 1803. The Rajah of Soonth.

appear the invasion is intended merely to punish insubordinate subjects of mine, who may have violated my neighbour's boundaries, when I agree to adopt such measures as may satisfy the aggrieved.

ARTICLE IV.

I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for these services from the Government, as far as relates to them or those in their service: but with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give to the merchants.

Concluded, Camp Calliban, December 15th, 1803.

(*Signed*) J. MURRAY,

Collector.

No. XL.

TREATY *with the* RAJAH OF LUNAWARA, 1803.

A. D. 1803. The Rajah of Lunawara.

In virtue of the authority which has been vested in Colonel John Murray, commanding the British forces in Guzerat, Attaveesy, and districts conquered from Dowlut Row Scindia, to ratify and conclude a Treaty of amity with me, on the basis of friendship, and on those terms of reciprocal benefit which had been previously acceded to on my part, and recommended in my behalf by colonel Murray, during his continuance in the Lunawara district; and anxious to profit by the friendly protection which the Honorable Company Behauder has been graciously pleased to extend towards me I do, of my free will, and in conformity to the terms previously agreed to, hereby enter into or confirm the following conditions, namely:

ARTICLE I.

First, as tributary to the Honorable Company Behauder, I hereby engage, in consequence of their gracious concession, in my behalf, of the tribute hitherto usually paid by me to the late Government of Dowlut Row Scindia, to maintain, at my own expense, devoid to every claim to re-

muneration from the Government of the Honorable Company Behauder, a military Force for the defence of my territories, the services of which shall be at their command, in repelling every attempt hostile to their interests, by an invasion of Guzerat through my districts: and I hereby engage to relinquish all claim to indemnification for any injury myself or subjects may sustain, in our persons or property, by these efforts against the common enemy, considering, on all occasions the enemies of the English as my own, and pledging myself to defend my country against them to the last extremity; further engaging, to give such token of allegiance as his Excellency the Governor General may be pleased to require.

A. D. 1803.

The Rajah of Lunawara.

ARTICLE II.

Secondly, I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for their services from the Government, as far as relates to them or those in their service; but with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give the merchants.

Concluded, Camp Lunawara, November 14, 1803.

(Signed) J. MURRAY,
Collector.

SUPPLEMENTAL ARTICLES *to the* TREATY *of* BASSEIN, *dated the 16th December* 1803.

A TREATY, consisting of nineteen Articles, was concluded at Bassein between the Honorable English East-India Company Behauder, and his Highness the Peishwah Bajee Rao Ragonauth Pundit Purdhaun Behauder. The following Articles of Engagement are now agreed on and settled, as Supplemental to the said Treaty, by Lieutenant-Colonel Barry Close, on the part of the said Honorable Company, and Anund Rao Vakeel, on the part of the said Rao Pundit Purdhaun Behauder, under full power and authority granted to them respectively for the purpose.

ARTICLE I.

A. D. 1803.

Supplemental Articles to the Treaty of Bassein.

That of the territory ceded in perpetuity to the Honorable East India Company by the said Treaty of Bassein, the country of Savenore, and talooks of Buncapoor, in the Carnatic, yielding an annual revenue of sixteen

A. D. 1803. lacs of rupees, shall be restored in perpetuity to the Sircar of the said Rao Pundit Purdhaun Behauder.

Supplemental Articles to the Treaty of Bassein.

ARTICLE II.

That of the territory ceded in perpetuity to the English East-India Company by the Treaty of Bassein, the purgunnah of Oolpar, in Guzerat, yielding a revenue annually of three lacs and sixteen thousand rupees shall likewise be restored in perpetuity to the Sircar of the said Rao Pundit Purdhaun Behauder, in order that it may be restored to Nursing Khundy Rao, who has served the Sircar with fidelity and attachment.

ARTICLE III.

That a regiment of native cavalry, of the same strength and complement as the cavalry regiments belonging to the Hyderabad subsidiary force, shall be added to the British Poona subsidiary force.

ARTICLE IV.

In the fifteenth article of the Treaty of Bassein it is stipulated, that ten thousand cavalry and six thousand infantry, with a due proportion of ordnance and military stores, shall be furnished by the said Rao Pundit Purdhaun Behauder, and in addition thereto, such further force as the Sircar of the said Rao Pundit Purdhaun Behauder should be able to bring into the field. This stipulation is now annulled, and in lieu thereof, it is agreed and covenanted, that in time of war the said Rao Pundit Purdhaun Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores; and in addition thereto, such further force as the said Rao Pundit Purdhaun Behauder shall be able to bring into the field.

ARTICLE V.

That a corps of Mahratta cavalry amounting to five thousand, shall be maintained by the British Government during the present war, for the service of the Poona State, under the orders of the British Government; of which five thousand horse, two thousand shall serve with his Highness the Peishwah, and the remaining three thousand with the British army in the field: and in the said five thousand Mahratta cavalry are not to be included the Mahratta troops serving with the British army under the chieftains Bapoojee, Gunneis Punt Gokla, and Sudojee Rao Nimalkur,

which troops shall continue to be subsisted at the charge of Rao Pundit Purdhaun Behauder. A. D. 1803.

Supplemental Articles to the Treaty of Bassein.

ARTICLE VI.

By the first and second articles of this agreement, territory yielding an annual revenue of Rupees 19.16,000, is restored to the Sircar of Rao Pundit Purdhaun Behauder; in lieu thereof, and for the purposes hereafter mentioned the said Rao Pundit Purdhaun Behauder agrees and stipulates to cede in perpetuity to the Honorable English East-India Company, from the province of Bundelcund, conquered for the Poona State by Ali Behauder, territory yielding an estimated annual revenue of Rupees 36,16,000, agreeably to the following detail:

1. In lieu of the country of Savenore and Talooks of Bunc apore in the Carnatic, and the purgunnah of Oolpar in Guzerat, a tract of territory yielding an annual revenue of Rupees 19,16,000.

2. On account of the stated high value of Oolpar, a tract of territory yielding an annual revenue of 50,000 rupees, in excess, for that purgunnah.

3. To bear the entire expense of the regiment of cavalry mentioned in Article II, a tract of territory yielding an annual revenue of 7,50,000 rupees.

4. To serve as an equivalent for the expense to be incurred by the British Government, in paying and maintaining, during the present war, the five thousand cavalry mentioned in Article V, a tract of territory yielding an annual revenue of 5,00,000 rupees; and lastly, a tract of territory yielding an annual revenue of 400,000 Rupees to meet the extraordinary expense which the British Government must be subject to, in establishing its authority in Bundelcund, which is disturbed and ravaged by rebels, who must be subdued and punished.

Total ceded from Bundelcund 36,16,000 rupees.

ARTICLE VII.

The whole of the foregoing territory ceded as above from Bundelcund to the Honorable English East-India Company, shall be taken from those quarters of the province most contiguous to the British possessions, and in every respect most convenient for the British Government.

A. D. 1803.

Supplemental Articles to the Treaty of Bassein.

ARTICLE VIII.

Inasmuch as the purgunnah of Oolpar was particularly valuable to the Honorable Company's Government, by reason of its proximity to the city of Surat, in the prosperity of which the British Government bears an anxious concern, it is accordingly agreed and stipulated, that the said pergunnah of Oolpar shall be so managed and governed, at all times, by the Mahratta authority, as to conduce to the inconvenience of the said city, by attention to the rules of good neighbourhood, and the promotion of an amicable and commercial intercourse between the inhabitants of both sides; and inasmuch as the sovereignty of the river Taptee doth belong to the British Government, it is accordingly agreed and covenanted, that the Mahratta authority in Oolpar shall have no right or concern whatever in the wreck of any vessel that may be cast upon any part of the Oolpar territory, connecting with the said river Taptee, but be bound, in the event of any such wreck, to render the vessel all practicable aid, for which the parties assisting shall be entitled to receive from the owners of the wreck a just and reasonable compensation.

Signed, sealed, and exchanged at Poona, the 16th December, Anno Domini 1803, or the first Ramzaun, Anno Hegiræ 1218.

Ratified by the Governor-General in Council, the 7th January 1804.

TREATY WITH THE RAJAH OF BERAR, COMMONLY CALLED THE TREATY OF DEOGAUM, DATED THE 17TH DECEMBER 1803.

TREATY *of Peace between the Honorable English India Company and their Allies, on the one part, and Senah Saheb Soubah Ragojee Bhoonslah, on the other; settled by Major-General the Honorable Arthur Wellesley, on the part of the Honorable Company and their Allies; and by Jeswund Rao Ramchundar, on the part of Senah Saheb Soubah Ragojee Bhoonslah, who have each communicated to the other their full powers.*

ARTICLE I.

A. D. 1803.

Treaty with the Rajah of Berar.

There shall be perpetual peace and friendship between the Honorable Company and their allies, on the one part, and Senah Saheb Soubah Ragojee Bhoonslah, on the other.

ARTICLE II.

A. D. 1803. Treaty with the Rajah of Berar.

Senah Saheb Soubah Ragojee Bhoonslah cedes to the Honorable Company and their allies, in perpetual sovereignty, the province of Cuttack, including the port and district of Belasore.

ARTICLE III.

He likewise cedes to the Honorable Company and their allies, in perpetual sovereignty, all the territories of which he has collected the revenues, in participation with the Soubah of the Deccan, and those of which he may have possession, which are to the westward of the river Wurdah.

ARTICLE IV.

It is agreed, that the frontier of Senah Saheb Soubah, towards the territories of His Highness the Soubah of the Deccan, shall be formed, to the west, by the river Wurdah, from its issue from the Injardy hills to its junction with the Godavery The hills on which are the forts of Narnallah and Gawilghur, are to be in the possession of Senah Saheb Soubah: and every thing south of those hills and to the west of the river Wurdah, is to belong to the British Government and their allies.

ARTICLE V.

Districts amounting to four lacs of rupees per annum, contiguous to and to the south of the forts of Narnallah and Gawilghur, are to be given over to Senah Saheb Soubah. Those districts are to be fixed upon by Major-General Wellesley, and delivered over to Senah Saheb Soubah, at the same time with the forts.

ARTICLE VI.

Senah Saheb Soubah, for himself, his heirs, and successors, entirely renounces all claims of every description on the territories of the British Government and their allies, ceded by the second, third, and fourth Articles, and on all the territories of his Highness the Soubah of the Deccan.

ARTICLE VII.

The Honorable Company engage that they will mediate and arbitrate, according to the principles of justice, any disputes or differences that may now exist, or may hereafter arise, between the Honorable Company's allies, Se-

A. D. 1803. cundah Jah Behauder, his heirs and successors, and Row Pundit Purdhaun, his heirs and successors respectively, and Senah Saheb Soubah.

Treaty with the Rajah of Berar.

ARTICLE VIII.

Senah Saheb Soubah engages never to take or retain in his service any Frenchman, or the subject of any other European or American Power, the Government of which may be at war with the British Government; or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage, on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Saheb Soubah who may fly from or rebel against his authority.

ARTICLE IX.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited ministers from each shall reside at the court of the other.

ARTICLE X.

Certain treaties have been made by the British Government with feudatories of Senah Saheb Soubah, these treaties are to be confirmed. Lists of the persons with whom such treaties have been made will be given to Senah Saheb Soubah, when this treaty shall be ratified by his Excellency the Governor-General in Council.

ARTICLE XI.

Senah Saheb Soubah hereby renounces, for himself, his heirs, and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindia and other Mahratta chiefs, to attack the Honorable Company and their allies. He engages not to assist those chiefs if the war with them should still continue.

ARTICLE XII.

This Treaty of Peace is to be ratified by Senah Saheb Soubah within eight days from this time, and the ratification is to be delivered to Major-General Wellesley; at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw Major-General Wellesley engages that the Treaty shall be ratified by

his Excellency the Most Noble the Governor-General in Council, and that the ratification shall be delivered in two months from this date. A. D. 1803. Treaty with the Rajah of Berar.

Done in camp, at Deogaum, this 17th day of December 1803, answering to 2nd Rumzaun, 1213 Fusley.

Ratified by the Governor-General in Council, January 9th 1804.

TREATY *with* DOWLUT RAO SCINDIA, *commonly called the* TREATY *of* SERJEE ANJENGAUM,

Dated the 30th December 1803.

TREATY of Peace between the Honorable English East-India Company and their Allies, on the one part, and the Maharajah Ali Jah Dowlut Rao Scindia, on the other; settled by Major-General the Honorable Arthur Wellesley, on the part of the Honorable Company and their Allies; and by Eetul Mahadeo Moonshee Kavel Nyn, Jeswunt Rao Goorparah Ameer-ool-Omrah, and Narroo Hurry, on the part of the Maharajah Dowlut Rao Scindia, who have each communicated to the other their full powers.

ARTICLE I.

There shall be perpetual peace and friendship between the Honorable Company and their Allies, on the one part, and the Maharajah Ali Jah Dowlut Rao Scindia, on the other. A. D. 1803. Treaty with Dowlut Row Scindia.

ARTICLE II.

The Maharajah cedes to the Honorable Company and their Allies, in perpetual sovereignty, all his forts, territories, and rights in the Doab, or country situated between the Jumna and the Ganges; and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypore, and Jodepore, and of the Ranah of Gohud; of which territories, &c. a detailed list is given in the accompanying shedule. Such countries, formerly in the possession of the Maharajah, situated between Jeypore and Jodepore, and to the southward of the former, are to belong to the Maharajah.

ARTICLE III.

The Maharajah likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, the fort

A. D. 1803. Treaty with Dowlut Rao Scindia.

of Baroach and territory depending thereon, and the fort of Ahmednuggur and territory depending thereon: excepting those lands which it is agreed, by the eighth Article of this Treaty, that the Maharajah is to retain.

ARTICLE IV.

The Maharajah likewise cedes to the Honorable Company and their Allies, all the territories which belonged to him previous to the breaking out of the war, which are situated to the southward of the hills, called the Adjuntee hills, including the fort and district of Jalnapore, the town and district of Gandapore, and all other districts between the range of hills and the river Godavery.

ARTICLE V.

The Maharajah Ali Jah Dowlut Rao Scindia, for himself, his heirs and successors, hereby renounces all the claim to the forts, territories, rights, and interests ceded by the second, third, and fourth Articles, and all claims of every description upon the British Government and their Allies the Subadar of the Deccan, the Peishwah, and Anund Rao Guickowar.

ARTICLE VI.

The fort of Asseerghur, the city of Berhampore, the forts of Powanghur and Dohud, and the territories in Candeish and Guzerat, depending on these forts, shall be restored to the Maharajah Dowlut Rao Scindia.

ARTICLE VII.

Whereas the Maharajah Dowlut Rao Scindia has represented that his family have long held in enaum, as a gift from the Kings of Hindostan, the districts of Dholpore, Baree and Rajah Kerrah, which are situated to the northward of the countries of the Rajahs of Jeypore and Jodepore; and of the Ranah of Gohud; and that lands in Hindostan, ceded by the second Article of this Treaty to the Honorable Company and their Allies, are held in Jagheer by persons of the family of the late Madhajee Scindia and others, by principal Sirdars in his service, all of whom would suffer distress if deprived of the advantages they enjoy in those countries; it is agreed, that the Maharajah shall continue to hold and enjoy in enaum the lands of Dholpore, Baree, and Rajah Kerrah, and that Bala Baye Sahib and Munsoor Sahib, Moonshee Kavel Nyn, Boogajee Jamdah, Amrajee Jadhoo, and Wirdah

Charie, shall continue to hold their lands in jagheer, under the protection of the Honorable Company. And further in order that no individual may incur loss or suffer distress in consequence of this arrangement, it is agreed that the Honorable Company shall either pay pensions or grant lands in jagheer, according to the option of the British Government, to certain other Sirdars and others, to be named by the Maharajah; provided that the total amount of the sums paid or jagheers granted or held, does not exceed seventeen lacs of rupees per annum, including the annual value of the lands, which it is agreed by this article that Bala Baye Sahib, Munsoor Sahib, Moonshee Kavel Nyn, Boogajee Jamlah, Amrajee Jadhoo, and Wirdah Charie, are to continue to hold; and provided that no troops in the service of the Maharajah are to be introduced into Dholpore, Baree, and Rajah Kerrah, or the other lands held in jagheer, under the pretence of collecting the revenue, or any other pretence whatever.

A D. 1803.

Treaty with Dowlut Rao Scindia.

ARTICLE VIII.

Whereas the Maharajah Dowlut Rao Scindia has represented that his family have long held in enam certain lands, villages, &c., in the territories of Rao Pundit Purdhaun; viz. Chomargoondee Purgunnah, Jamgaum, Ranjingaum, half of Seogaum Purgunnah, six villages in Umber Purgunnah, five villages in Pytun Purgunnah, five villages in Niwax Purgunnah, five villages in Kurla Purgunnah, six villages in Poona Purgunnah, two villages in Wahy Purgunnah, six villages in Patutood Purgunnah, five villages in Pandipeergaum Purgunnah, five villages in Pagood Purgunnah, two villages in Parayra Purgunnah, which have lately been taken possession of by the British Government and their allies; it is agreed, that those lands and villages shall be restored to him, provided that no troops shall ever be introduced into those lands and villages, under pretence of collecting the revenues, or any other pretence whatever.

ARTICLE IX.

Certain treaties have been made by the British Government with Rajahs and others, heretofore feudatories of the Maharajah Ali Jah Dowlut Rao Scindia. These treaties are to be confirmed; and the Maharajah hereby renounces all claims upon the persons with whom such treaties have been made, and declares them to be independent of his government and authority: provided that none of the territories belonging to the Maharajah, situated to the southward of those of the Rajahs of Jeypore and Jodepore,

A. D. 1803 Treaty with Dowlut Row Scindia.

and the Ranah of Gohud, of which the revenues have been collected by him or his aumildars, or have been applicable, as Surinjamee, to the payment of his troops, are granted away by such treaties. A list of the persons with whom such treaties have been made will be given to the Maharajah Dowlut Rao Scindia, when this treaty will be ratified by his Excellency the Governor-General.

ARTICLE X.

No person whatever is hereafter to be molested on account of the part which he may have taken in the present war.

ARTICLE XI.

It is agreed, that the rights of His Highness the Peishwah to certain lands in Malwa and elsewhere shall be established as heretofore; and in case any difference should arise respecting those rights, it is agreed that the Honorable Company shall mediate, arbitrate, and decide, according to the principles of justice, between his Highness and the Maharajah, and whatever shall be thus decided will be agreed to by both parties, and will be carried into execution.

ARTICLE XII.

The Maharajah Dowlut Rao Scindia hereby renounces all claims upon his Majesty Shah Alum, and engages on his part to interfere no further in the affairs of his Majesty.

ARTICLE XIII.

The Maharajah Ali Jah Dowlut Rao Scindia engages never to take or retain in his service any Frenchman, or the subject of any other European or American Power, the Government of which may be at war with the British Government, or any British subject, whether European or native of India, without the consent of the British Government.

ARTICLE XIV.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited ministers from each shall reside at the court of the other.

ARTICLE XV.

A. D. 1803.

Treaty with Dowlut Rao Scindia.

The Honorable Company being bound by Treaties of general defensive alliance with his Highness the Subadar of the Deccan and of his Highness Rao Pundit Purdhaun, to which the Maharajah Ali Jah Dowlut Rao Scindia is desirous of acceding, he is to be admitted to the benefits thereof; and the Honorable Company, with a view to the future security of the Maharajah's territories, engage, in the event of his agreeing to the treaty above-mentioned, in two months, to furnish him with a force consisting of six battalions of infantry, with their complement of ordnance and artillery, and usual equipments of military stores, &c., and the expense of this force is to be defrayed out of the revenues of the lands ceded by the second, third, or fourth Articles. But it is agreed, that in case it should suit the interests of the Maharajah's Government to decline to enter into the Treaty above-mentioned, such refusal shall not affect any of the other stipulations of this Treaty of Peace, which are in every respect to be binding on the contracting parties, their heirs and successors.

ARTICLE XVI.

This Treaty is to be ratified by the Maharajah Dowlut Rao Scindia in eight days from this time, and the ratification is to be delivered to Major-General Wellesley.

Major-General Wellesley engages that it shall be ratified by his Excellency the Most Noble the Governor-General in Council, and the ratification shall be delivered to the Maharajah in three months, or sooner if possible.

The orders for the cession of the territories shall be delivered to Major-General Wellesley at the same time with the ratification of the Treaty of Peace; but the forts of Asseergurh, Powangurh, and Dohud, are not to be delivered up till accounts will have been received that the territories ceded have been evacuated by the Maharajah's officers and troops.

Done in Camp, at Serjee Anjengaum, this 30th of December 1803, answering to the 15th Ramzaun 1213 Fuzlee.

Ratified by the Governor-General in Council, 13th February 1804.

No. XLIV.

TREATY *with the* RAJAH of PRETAUBGHUR, 1804.

COPY *of a* TREATY *concluded with* Shahamut Sing, Rajah *of* Pretaubghur, *by* Colonel Murray, *commanding the British Troops in* Guzerat, *the* Attaveesy, *and* Malwa, 1804.

ARTICLE I.

A. D. 1804.

The Rajah of Pretaubghur.

The Rajah disclaims all subjection or acknowledgment of superiority to Jeswunt Row Holkar.

ARTICLE II.

The Rajah engages to pay the tribute formerly paid by him to Jeswunt Row Holkar to the British Government, when the Most Noble the Governor-General shall think fit to order it to be levied.

ARTICLE III.

The Rajah shall consider the enemies of the British Government as his own, and engages that he will not permit them to remain in his districts.

ARTICLE IV.

All British troops and stores, of every description, for the British army, shall be permitted to pass free through the districts of the Rajah; and the Rajah further engages to afford them every assistance and protection.

ARTICLE V.

The districts of the Rajah shall deliver at Mulhar Ghur five thousand Maunds of rice, two thousand Maunds of Gram, and three thousand Maunds of Jowaree, for which a fair and equitable price shall be paid on the delivery, to be made one half in fourteen, the remainder in twenty-eight days.

ARTICLE VI.

In the full confidence that the above articles shall be strictly performed by the Rajah, Colonel Murray, commanding the British forces, engages to raise no contributions, either of money, cattle, or grain, nor will he permit any contributions to be levied by detachments of British troops under his command.

ARTICLE VII.

A. D. 1804.

The Rajah of Pretaubghur.

The Rajah engages to coin in the mint of Pretaubghur, such bullion as the Commanding Officer of the British troops may find convenient to send there, the British Government defraying the actual expense.

ARTICLE VIII.

This Treaty shall be sent, with the least possible delay, for the ratification of his Excellency the Most Noble the Governor General, but the above articles shall be strictly adhered to by the officer commanding the troops and the Rajah, till the ratification shall arrive.

Given under my hand and seal, this 25th day of November, 1804, in camp on the Chumbul.

(Signed) J. MURRAY,
Collector.

No. XLV.

TREATY *with the* RAJAH OF BHURTPORE,

Dated the 17th April 1805.

TREATY of Amity and Alliance between the Honorable the East-India Company and Maharajah Seway Behauder Runjeet Sing Behauder, Behauder Jung, settled by his Excellency General Gerard Lake, Baron Delhi and Laswarree, and Aston Clinton, Commander-in-Chief of the British Forces in India, in virtue of authority vested in him for that purpose by his Excellency the Most Noble the Marquis Wellesley, Knight of the Most Illustrious Order of St. Patrick, one of his Britannic Majesty's Most Honorable Privy Council, Governor-General in Council of all the British Possessions, and Captain-General of all the British Land Forces in the East-Indies, in behalf of the Honorable the East-India Company, and by Maharajah Seway Behauder Runjeet Sing Behauder, in behalf of himself, his Heirs, and successors.

ARTICLE I.

A. D. 1805.

Treaty with the Rajah of Bhurtpore.

A firm and permanent friendship is established between the Honorable the English East-India Company and Maharajah Seway Behauder Runjeet Sing Behaudur, and between their heirs and successors.

A. D. 1805.

Treaty with the Rajah of Bhurtpore.

ARTICLE II

As friendship has been established between the two States, the friends and enemies of either, shall be considered as the friends and enemies of both, and an adherence to this condition, shall be constantly observed by each State.

ARTICLE III.

Whereas circumstances have occurred which have interrupted the friendship formerly subsisting between the Honorable Company and Maharajah Runjeet Sing Behauder, which friendship is now renewed, in order to prevent the recurrence of such circumstances, the Maharajah agrees, as a security to the British Government, that one of his sons shall constantly remain with the officer who may command the British forces in the Soubahs of Delhi or Agrah; until such time as the British Government may be perfectly satisfied in regard to the Maharajah's fidelity; and the Honorable Company, on the other hand, agrees that, upon satisfactory proof being afforded of the Maharajah's fidelity and attachment to the British Government, the fort of Deeg, which in now in the possession of the officers of Government, shall be restored to Rajah Runjeet Sing.

ARTICLE IV.

Maharajah Runjeet Sing binds himself to pay to the Honorable the English East-India Company, in consideration of the peace now granted to him, the sum of twenty lacs of Furruckabad Sicca Rupees, by instalments, as hereunto subjoined; and the Honorable Company, in consideration of the losses the Maharajah has suffered, and the destruction of his country, and of the representations he has made of his inability to provide means for the immediate payment of this amount, agrees to receive it by instalments as undermentioned: and the Honorable Company, further promises, that if at the period when the payment of the last instalment of five lacs of rupees, shall become due the Government shall be satisfied with the proofs of the Maharajah's fidelity and attachment, the payment of this instalment shall be remitted.

To be paid immediately...Furruckabad Sicca Rs.	3,00,000
In two months.....	2,00,000
	5,00,000

Instalments.

At the end of the year 1862 Summuht (April 1806).....	3,00,000

At the end of the year 1863 Summuht (April 1807)	3,00,000	A. D. 1805.
At the end of the year 1864 Summuht (April 1808)	4,00,000	Treaty with the Rajah of Bhurtpore.
At the end of the year 1865 Summuht (April 1809)	5,00,000	
Furruckabad Sicca Rupees.	20,00,000	

ARTICLE V.

The Country which was formerly in possession of Maharajah Runjeet Sing previously to the accession of the English Government, is now confirmed to him by the Honorable Company; and the Honorable Company, in consideration of the friendship now established, will not interfere in the possession of this country, nor demand any tribute on account of it.

ARTICLE VI.

In the event of any enemy evincing a disposition to attack the dominions of the Honorable Company, Maharajah Runjeet binds himself to assist to the utmost of his power in expelling the enemy, and in no measure to hold any correspondence, or be in any way connected with, or assisting the enemies of the Honorable Company.

ARTICLE VII.

As by the second Article of the present Treaty the Honorable Company becomes guarantee to Maharajah Runjeet Sing for the security of the country against external enemies, the Maharajah hereby agrees, that if any misunderstanding should arise between him and the Sircar of any other chieftain, the Maharajah will, in the first instance, submit the cause of dispute to the Honorable Company's Government, that the Government may endeavour to settle it amicably, agreeably to justice and ancient usage. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maharajah Runjeet Sing may demand aid from the Company's Government. In the event above stated in this Article, it will be granted.

ARTICLE VIII.

The Maharajah shall not, in future, entertain in his service, nor give admission to any English or French sub-

A. D. 1805. Treaty with the Rajah of Bhurtpore.

jects, or any other person from among the inhabitants of Europe, without the sanction of the Honorable Company's Government; and the Honorable Company also agrees not to give admission to any of the Maharajah's relations or servants without his consent.

The above Treaty, comprized in eight Articles, has been duty concluded and confirmed by the seals and signatures of his Excellency General Gerard Lord Lake and Maharajah Seway Behauder Runjeet Sing Behauder, at Bhurtpore, in the Soobah of Akherabad, on the 17th day of April 1805, corresponding with the 16th Mohurrum 1220 Higera, and with the 3rd day of Bysaak 1862 Summuht.

When a Treaty, containing the above eight Articles, shall be delivered to Maharajah Seway Behauder Runjeet Sing Behauder, under the seal and signature of his Excellency the Most Noble the Governor-General in Council, the present Treaty, under the seal and signature of his Excellency General Gerard Lord Lake, shall be returned.

No. XLVI.

TREATY WITH ANUND ROW GUICOWAR, 1805.

DEFINITIVE TREATY *of* GENERAL DEFENSIVE ALLIANCE *between the Honorable* English East-India Company *on the one Part, and the* Maha Rajah Anund Row Guicowar Sena Khas Kheyl Sumsheir Behauder, *and his Children, Heirs, and Successors, on the other, settled by* Major Alexander Walker, *Resident at Baroda, having full Powers from the Government of Bombay, which is, in like manner, authorized by his Excellency, the Most Noble* Richard Wellesley, *Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Honorable the Court of Directors to direct and control all their affairs in the East-Indies.*

A. D. 1805. Defensive Treaty with Anund Rao Guickwar.

Whereas various agreements have been concluded between the Honorable Company on the one part, and Anund Rao Guickwar Sena Khas Kheyl Shumsheir Behauder, on the other, all tending to improve and increase the friendship and alliance between the contracting parties, viz. A convention, dated at Cambay the 15th March 1802, settled by the Governor of Bombay on the part of the Honorable Company, and by Rowjee Appajee Dewan on the part of Anund Rao Guickwar Sena Khas Kheyl Shumsheir Be-

hauder; an Agreement, dated at Cambay the 6th June 1802, settled by the Governor of Bombay on the part of the Honorable Company, and by Rowjee Appajee Dewan on the part of Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder; and an Agreement made by Anund Rao Guickwar Sena Khas Kheyl Shumsheir Behauder, with Major Alexander Walker, Resident at Baroda, on the part of the Honorable Company, dated at Baroda the 29th July 1802; And whereas it is desirable to consolidate the stipulations of all these separate Engagements with one Definitive Treaty, and further to improve the state of alliance of the contracting parties, in like manner as has been applied for by the aforesaid Rowjee Appajee, in his letter of the 10th of Suffer (or 12th June, 1803) desiring that the present engagement between the Honorable Company and the Guickwar State may be drawn up in terms consonant to those employed in the Treaty of Bassein, between the Honorable Company and his Highness the Peishwa, the said Company and the Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, do hereby accordingly agree to the following articles framed for that purpose.

A. D. 1805.

Defensive Treaty with Anund Rao Guickwar.

ARTICLE I.

All the stipulations of the engagements heretofore made between the contracting parties, and above recited, *viz*, on the 15th of March, 6th June, and 29th July, 1802, are hereby confirmed, and are to bind the contracting parties, their heirs and successors for ever.

ARTICLE II.

The friends and enemies of either party shall be the friends and enemies of both; and if any power shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants, or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction which the contracting parties shall have required, the contracting parties will proceed to prosecute such further measures as the case shall appear to demand.

ARTICLE III.

Whereas, in conformity to the agreements heretofore made between the Honorable Company and the Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, a subsidiary force of two thousand men was subsidized, and inclusive of the half augmentation of the subsidiary force first fixed upon, the Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder agrees to receive, and the Honorable Company to furnish, a permanent

A. D. 1805. Defensive Treaty with Anund Rao Guickwar.

subsidiary force, of not less than three thousand regular native infantry, with one company of European artillery, and their proportion, *viz.* two companies of gun-lascars, with the necessary ordnance, and warlike stores and ammunition, which force is to be stationed in the territories of the said Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder.

ARTICLE IV.

The subsidiary force will, at all times, be ready to execute services of importance; such as the protection of the person of Anund Rao Guickwar Sena Khas Kheyl Shumsheir Behauder, his heirs and successors, the overawing and chastisement of rebels and exciters of disturbance in his territories, and the due correction of his subjects or dependants, who may withhold the payment of the Sircar's just claims; but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenue. One battalion of these forces, however, or such a porportion of them as the performance of the foregoing services may require, will proceed to Kattywar, when there may be a real necessity for it; but the English Government, whose care and attention to all the interests of the Guickwar State cannot be doubted, must remain the judge of its necessity.

ARTICLE V.

In order to provide the regular payment of the whole expense of this subsidiary force, Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder has ceded, by the agreements aforesaid, *viz.* dated the 15th March, 6th June, and 29th July, 1802, and 2d June, 1803, districts and other funds of which a Schedule (A) is annexed to this Treaty, of the yearly net value of 11,70,000 Rupees. This cession is confirmed by this Treaty, and Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder hereby cedes the districts of which the Schedule is annexed, with all the rights of sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honorable Company.

ARTICLE VI.

The districts of Chowrassy, Chickly, Surat, Chouth, and Kaira, have been ceded to the Honorable Company by Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, as a proof of his friendship, and as a testimony of his sense of the benefit which he has received from his alliance with the Honorable Company's Government. The cession of these districts is confirmed by this Treaty, and Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder hereby cedes the districts abovementioned, with all the rights belonging to the sovereignty thereof, and all the forts which they contain, in perpetuity, to the Honorable Company.

ARTICLE VII.

A. D. 1805. Defensive Treaty with Anund Rao Guickwar.

Whereas the Honorable Company have, at different periods, assisted Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, both from their own funds and those of bankers, with advances of money, a particular account of which, as well as of the funds assigned for the payment of the same, is contained in the Schedule annexed, marked B, it is hereby agreed, that the full amount of the Russud of the districts therein named, according to the provisions in the eighth article of the agreement of the 29th July, shall be collected on account of the Honorable Company, and the persons therein referred to, until these debts and the interest due upon them shall be fully paid; and for the past or any future advances which the Company's Government may make to that of the Guickwar, Mahals shall be assigned as their security.

ARTICLE VIII.

Grain, and all other articles of consumption and provisions, all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be exempted from duties in the territories of Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, and the commanding officer and the officers of the subsidiary force shall be treated, in all respects, in a manner suitable to the importance of the trust placed in them and the dignity of the British Government. In like manner shall the officers of the Guickwar Government meet with similar consideration and respect from the Honorable Company. In consideration, also, of the good will and friendship which has so long happily subsisted between the Honorable Company and the Guickwar Government, such goods and articles as may be *bonâ fide* required for the private use or consumption of that family, or of the ministers, shall be allowed to be purchased at Surat and Bombay, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

As the Deckan is the native country of the Mahrattas, who inhabit or serve in Guzerat, such of this nation as may be in the Guickwar service shall be allowed to pass and repass freely, with their families, through the Honorable Company's territories.

It is expressly understood, that the admission of this article is not to sanction, or in any shape to authorize the transit of merchandize or of prohibited goods.

A. D. 1805. Defensive Treaty with Anund Rao Guickwar.

ARTICLE IX.

The Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder hereby engages, that he will not entertain in his service any European or American, or any native of India, subject of the Honorable Company, without the consent of the British Government: neither will the Company's Government entertain in their service any of the Guickwar servants, dependants, or slaves, contrary to the inclination of that State.

ARTICLE X.

Inasmuch as, by the present Treaty, the contracting parties are bound in an alliance for mutual defence and protection, Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder engages never to commit any act of hostility or aggression against any power whatever; and in the event of difference arising, whatever adjustment the Honorable Company's Government, weighing matters in the scale of truth and justice, may, in communication with the Guickwar Sircar, determine, shall meet with full approbation and acquiescence.

ARTICLE XI.

Whereas there are certain unfinished transactions between his Highness the Peishwa and Anund Row Guickwar Sena Khas Khyel Shumsheir Behauder, and there exist certain papers of accounts which are unadjusted, Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder doth hereby agree that the Honorable Company's Government shall examine into and finally adjust the said transactions, papers, and accounts and the demands resulting therefrom; and Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder binds himself, his heirs, and successors, to abide by such adjustment as the British Government shall accordingly determine. Further, in respect to these unsettled pecuniary affairs existing with the Governments of his Highness the Peishwa and the Guickwar, it behoves the latter to repose a similar faith in the British Government the Peishwa, who has agreed to abide by the adjustment of these concerns.

This settlement shall be effected by the Honorable Company, after taking into mature consideration the impoverished state of the Guickwar finances; and the latter Government entertain a full conviction, that no oppressive demand will be enforced under the Company's mediation.

ARTICLE XII.

If, notwithstanding the defensive nature of the agreement between the contracting parties, and their desire to cultivate

A. D. 1805.

Defensive Treaty with Anund Rao Guickwar.

and improve the relations of peace with all the powers of India, war should unfortunately break out, it is agreed, that with the reserve of a battalion of native infantry to remain near the person of the Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, or such proportion as may appear necessary for the security of Guzerat, the residue of the subsidiary force, with their ordnance and public stores and ammunition, shall be immediately put in motion, for the purpose of opposing the enemy.

The troops of the Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder shall accompany the British troops to the boundaries of Guzerat, in order to terminate the war. Should, however, any great exigency arise, the circumstances shall be mutually considered, and the best means in the power of the contracting parties pursued to terminate the same.

ARTICLE XIII.

As the enemies of both states are the same, those who are in opposition to the Guickwar Government, or in rebellion to it, can never, while acting in this manner, be admitted to the friendship of the Honorable Company; but should Canoojee Guickwar, who comes under this description, repent and submit himself, it will be adviseable to allow him a suitable pension on which he may subsist and reside at Bombay or at any other place which may be equally safe and convenient.

Neither Canoojee Guickwar nor Mulhar Row Guickwar will have any other claim on the Guickwar Government than the pension which has been assigned to the latter, and that which may eventually be assigned to the former.

ARTICLE XIV.

When the subsidiary troops will take the field, the Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder will supply such quantities of grain and Benjaries to attend the army, as the resources of his country may afford, the British Government defraying the expense thereof.

ARTICLE XV.

If disturbances shall, at any time, break out in the Honorable Company's territories or districts, bordering on those of the Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, the said Maha Rajah Anund Row Guickwar shall consent to the employment of such a proportion of the subsidiary force, as may be requisite to quell the same: and if, at any time, disturbances shall break out in any part of the Maha Rajah Anund Row Guickwar Sena

A. D. 1805. Defensive Treaty with Anund Rao Guickwar.

Khas Kheyl Shumsheir Behauder's territories, to which it might be inconvenient to detach a proportion of the subsidiary force, the British Government will, in like manner, at the requisition of the said Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, detach such a proportion of the troops of the Company, as may be most conveniently situated to assist in quelling the said disturbances in the Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder's territories.

ARTICLE XVI.

In future the subjects of each state, who may take refuge with either, shall be delivered up, if the state from which such parties shall have fled appear to have any demand of debt or any just claim against him or them: but as a free intercourse between the countries under the two Governments is also intended, frivolous claims against parties resorting from their own to the other's jurisdiction are not to be preferred, and in all serious cases cordiality will be shewn.

ARTICLE XVII.

The contracting parties hereby bind themselves to take into consideration, hereafter, the commercial relations between their respective territories, and to settle them in due time by a commercial treaty.

Done at Baroda, the 21st April 1805, Anno Domini.

SCHEDULE A.

A STATEMENT *of the Funds assigned, and Districts, in perpetual Sovereignty, to the Honorable Company, by Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, in order to provide for the regular Payment of the Subsidiary Troops.*

The Pergunnah of	Dholka,.....	Rs	4,50,000
Ditto	Neryaud,.....		1,75,000
Ditto	Bejapoor,.....		1,30,000
Ditto	Matter.....		1,30,000
Ditto	Mondeh,.....		1,10,000
The Tuppa of	Kurree,.....		25,000
The	Kimkatodra,.....		50,000
Warrat on	Kattywar.....		1,00,000
			11,70,000
		Rupees....	11,70,000

Baroda, the 21st April, Anno Domini 1805.

(*Signed*) A. WALKER.
Resident.

SCHEDULE B.

A. D. 1805.
Defensive Treaty with Anund Rao Guickwar.

A STATEMENT *of the Advances made by the Honorable Company and various Bankers to Maha Rajah Anund Row Guickwar Sena Khas Kheyl Shumsheir Behauder, comprising an Account of the Funds assigned for their Repayment, according to the Provisions made in the eighth Article of the Agreement of the 29th of July, Anno Domini* 1802.

Advanced on account of the first loan, for the reduction of the Arab Sebundy.

By the Honorable Company.

December 21st 1802, as per Account settled by the Accountant General at the Presidency, under this date.....10,77,447 3 96

By the Shroffs.

Hurry Bucktee Arjoonjee Nathjee Terwady Samul Becherdass Mungul Sukeedass. } inclusive of Manoty. } 12,48,000 0 00

23,25,447 3 96

On account of the second loan, for the discharge of the Arab Sebundy.

By the Honorable Company.

January 31st 1803, as per account and Bond of this date.. 8,89,683 0 16

By the Shroffs.

Samuldas Beckerdass.... 4,96,143 2 50

Mungul Suckeedass.... 4,27,458 0 00

9,23,601 2 50

18,13,284 2 66

Rupees....41,38,732 2 62

Funds assigned for the Repayment of the foregoing.

1st. The Pergunnah of Baroda,..Rs. 6,00,000
2nd. Ditto Petland.....3,00,000
3rd. Talooka Ahmedabad..... 1,00,000
4th. Ditto Kerul,..... 25,000
5th. The Sayer Kotee of the Fort of Baroda,..... 75,000
6th. Pergunnah of Kurree,..... 1,50,000
7th. Ditto Raj Pimpla,..... 45,000

12,95,000

Baroda, the 21st April, Anno Domini 1805.

No. XLVII.

DEFINITIVE TREATY *with* DOWLUT RAO SCINDIA.

Dated the 22nd November 1805.

With the Declaratory Articles annexed, dated the 3rd December 1805.

DEFINITIVE TREATY of Amity and Alliance between the Honorable English East-India Company and the Maharajah Ali Jah Dowlut Rao Scindia Behauder, and his Children, Heirs, and Successors.

A. D. 1805. Definitive Treaty with Dowlut Rao Scindia.

Whereas various doubts and misunderstandings have arisen respecting the clear meaning and interpretation of parts of the Treaty of Peace concluded between the British Government and Dowlut Rao Scindia, at Serjee Angengaum, on the 30th December 1803: with a view of doing away all such doubts, and of preventing the recurrence in future of any misunderstanding, this Definitive Treaty of Amity and Alliance is concluded between the two States, by Lieutenant-Colonel John Malcolm, acting under the immediate direction and superintendence of the Right Honorable General Gerard Lake, Commander-in-Chief of his Majesty's and the Honorable Company's Forces, &c. &c. &c., and vested with full powers and authority from the Honorable Sir George Hilaro Barlow, Baronet, appointed by the Honorable Court of Directors of the said Company to controul and direct all their affairs in the East Indies; and Moonshee Kavil Nyne, vested with full powers and authority on the part of the said Maharajah Dowlut Rao Scindia.

ARTICLE I.

Every part of the Treaty of Peace concluded by General Sir Arthur Wellesley, K. B., at Serjee Anjengaum, except what may be altered by this engagement, is to remain binding upon the two States.

ARTICLE II.

The Honorable Company can never acknowledge that Dowlut Rao Scindia has any claim or right, grounded on the Treaty of Serjee Anjengaum, to possess the fort of Gwalior or the territories of Gohud; but, from considerations, of friendship, it agrees to cede to the Maharajah that fortress, and such part of the territory of Gohud as are described in the accompanying Schedule.

ARTICLE III.

A. D. 1805.

Definitive Treaty with Dowlut Rao Scindia.

As a compensation for this cession, and to remunerate the English Government for the annual expence incurred in supporting the Ranah of Gohud, Dowlut Rao Scindia agrees, on his own part, and that of his Sirdars, to relinquish after the 1st January 1806, all right and claim whatever to the pensions of fifteen lacks of rupees granted to several of the chief officers of his State by the seventh article of the aforesaid Treaty of Serjee Anjengaum.

ARTICLE IV.

The Honorable Company agree to pay to Dowlut Rao Scindia the arrears due upon the pensions granted by the seventh Article of the Treaty of Peace, as above mentioned, up to the 31st December 1805, and also the balance due upon the revenues of Dholepore, Rajah Kerrah and Baree, up to the same date, making deductions on the following heads.

1. Pensions forfeited by Bappoo Scindia and Sudasheo Rao, by acts of hostility towards the British Government to be stopped from the date of their hostility.
2. Plunder of the British residency.
3. Cash advanced by Mr. Jenkins to parties of the Maharajah's troops.
4. Charges of collection, &c. for the provinces of Dholepore, Baree, and Rajah Kerrah.

ARTICLE V.

With a view of preventing any misunderstanding relating to their respective possessions in the quarter of Hindostan, it is agreed that the river Chumbul shall form the boundary between the two States, from the city of Kotah to the west, to the limits of the territories of Gohud to the east; and within that extent of the course of the Chumbul, Dowlut Rao Scindia shall have no claim or right to any rule, tribute, revenue, or possessions on its north bank; and the Honorable Company shall have no claim or right to any rule, tribute, revenues, or possessions, on the south bank of that river. The talooks of Bhadek and Sooseperarah, which are on the banks of the Jumna, will, however, remain in possession of the Honorable Company.

ARTICLE VI.

By the fifth Article of this Treaty, which makes the river Chumbul the boundary of the two States, from the city of Kotah to the west, to the limits of the territories of Gohud

A. D 1805. Definitive Treaty with Dowlut Rao Scindia.

to the east, the Maharajah resigns all pretensions and claims to any tribute from the Rajah of Boondee, or any other, on the north bank of the Chumbul, within the aforementioned limits, as also to the countries of Tonk Rampoorah, Bhamungaum, Sameydee, &c., and to the districts of Dholepore, Rajah Kerrah, and Baree, all which remain in the possession of the Honorable Company.

ARTICLE VII.

The Honorable Company, in consideration of the benefits derived from the Article, which makes the Chumbul the boundary between the two States, and from friendship to the Maharajah, agree to grant to him personally and exclusively, the annual sum of four lacs of rupees, to be paid by quarterly instalments, through the Resident at the Durbar; and the Honorable Company also agree to assign, within their territories in Hindostan, a jaggeer (to be holden on the same footing as that enjoyed by Ballah Bhye) amounting to a reveuue of two lacs of rupees per annum, to Bhaezah Bhye, the wife of Dowlut Rao Scindia, and a jaggeer amounting to the sum of one lac of rupees per annum, to Chummah Bhye, the daughter of that chief.

ARTICLE VIII.

The Honorable Company engage to enter into no Treaty with the Rajahs of Oudepore and Joudpore, and Kotah, or other chiefs, tributaries of Dowlut Rao Scindia, situated in Malwa, Mewar, or Marwar, and in no shape whatever to interfere with the settlement which Scindia may make with those chiefs.

ARTICLE IX.

The Honorable Company are now engaged in a war with Jeswunt Rao Holkar, and using every exertion for his reduction; but should they hereafter make a peace, or enter into any agreement with that chief, they engage not to restore to him, or desire to be restored to him, any of the possessions of the family of Holkar in the province of Malwar, lying between the rivers Tapti and Chumbul, which may have been taken by Dowlut Rao Scindia; nor will the Honorable Company interfere, in any manner whatever, in the disposal of those provinces; and they will consider Dowlut Rao Scindia at full liberty to make such arrangement as he chooses with Jeswunt Rao Holkar or with any other branch of the Holkar family, respecting the claims of that family to tribute from the Rajahs or others, or to any possessions situated to the north of the river Tapti, and to the south of

the river Chumbul. But it is clearly to be understood, that as the Company's Government agrees not to concern itself with the arrangements which Scindia may make with the family of Holkar respecting their claims or hereditary possessions situated between the Tapti and the Chumbul, that Government will not take part in any dispute or war which may be the result or consequence of such arrangement or settlement. A. D. 1805. Definitive Treaty with Dowlut Rao Scindia.

ARTICLE X.

As Serjee Rao Ghautka has acted in a manner calculated to disturb the friendship between the two States, the Maharajah agrees never to admit that chief to share in his councils, or to hold any public employment under his Government.

ARTICLE XI.

This Treaty, consisting of eleven Articles, has been this day settled by Lieutenant-Colonel Malcolm, acting under the directions of the right Honorable Lord Lake, on the part of the Honorable Company, and by Moonshee Kavil Nyne on the part of Dowlut Rao Scindia. Lieutenant Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, to the said Moonshee Kavil Nyne, to be forwarded to the Maharajah Dowlut Rao Scindia, and has received from the said Moonshee Kavil Nyne, a counterpart of the said Treaty, signed and sealed by the said Moonshee. Lieutenant-Colonel John Malcolm engages, that a copy of the said Treaty, ratified by the Honorable the Governor-General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Moonshee Kavil Nyne, to be forwarded to the Maharajah, within the period of one month from this date; and, on the delivery of such copy to the Maharajah, the Treaty executed by Lieutenant-Colonel John Malcolm, under the immediate direction of the Right Honorable Lord Lake, shall be returned; and Moonshee Kavil Nyne in like manner engages that another copy of the said Treaty, ratified by the Maharajah Ali Jah Dowlut Rao Scindia, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Lieutenant-Colonel John Malcolm, to be forwarded to the Honorable the Governor General within the period of one month from this date; and on the delivery of such copy to the Honorable the Governor-General, the Treaty executed by Moonshee Kavil Nyne, by virtue of the full powers and authority vested in him, as above mentioned, shall also be returned.

A. D. 1805. Definitive Treaty with Dowlut Rao Scindia.

Done at Mustafapore, this 22nd day of November, Anno Domini 1805, or 29th Shabaun, in the year of the Hijeræ 1220.

No. XLVIII.

DECLARATORY ARTICLES *annexed to the Treaty concluded between the Right Honorable Lord Lake, on the part of the Honorable Company, and Maharajah Dowlut Rao Scindia, on the 22nd November* 1805.

A. D. 1805. Declaratory Articles annexed to the Treaty with Dowlut Rao Scindia.

Whereas objections have arisen to the terms of the fifth, sixth, and seventh Articles of the aforesaid Treaty, it is hereby agreed and declared, that in lieu of those three Articles, the two following shall be substituted.

ARTICLE I.

With a view to prevent any misunderstanding relating to the respective possessions of the Honorable Company and Maharajah Dowlut Rao Scindia, in the quarter of Hindostan, the Marahajah hereby agrees to cede to the Honorable Company all the territory north of the river Chumbul which was ceded to the Maharajah by the seventh Article of the Treaty of Serjee Anjengaum, that is to say, the whole of the districts of Dholepore, Baree, and Rajah Kerrah; and the Honorable Company shall have no claim or right to any rule, tribute, revenues or possessions on the south bank of that river. The Talooks of Bhadeck and Soorseperarah, which are on the banks of the Jumna, will, however, remain in the possession of the Honorable Company.

ARTICLE II.

The Honorable Company, from friendship to the Maha Rajah, agrees to grant to him, personally and exclusively, the annual sum of four lacs of rupees, to be paid by quarterly instalments, through the Resident at the Durbar. And the Honorable Company also agrees to assign, within their territories in Hindostan, a jaggeer (to be holden on the same footing as that enjoyed by Ballah Bhye), amounting to a revenue of two lacs of rupees per annum, to Bhaezah Bhye, the wife of Dowlut Rao Scindia, and a jaggeer, amounting to one lac of rupees per annum, to Chummah Bhye, the daughter of that chief.

Done at Illahabad, this 3d day of December 1805.

(Signed) G. H. BARLOW.

No. XLIX.

TREATY WITH JESWUNT RAO HOLKAR.

Dated the 24th December, 1805.

With the Declaratory Article annexed, dated 2d Febry, 1806.

TREATY of Peace and Amity between the British Government and Rao Holkar.

A D. 1805. Treaty with Jeswunt Rao Holkar.

Whereas disagreement has arisen between the British Government and Jeswunt Rao Holkar, and it is now the desire of both parties to restore mutual harmony and concord, the following Articles of Agreement are therefore concluded between Lieutenant-Colonel John Malcolm on the part of the Honorable Company, and Seikh Hubeeb Oolla, and Balla Ram Seit, on the part of Jeswunt Rao Holkar; the said Lieutenant-Colonel Malcolm having especial authority for that purpose from the Right Honorable Lord Lake, Commander in Chief, &c. &c. his Lordship aforesaid being invested with full powers and authority from the Honorable Sir George Hilaro Barlow, Governor-General, &c, &c.; and the said Seikh Hubeeb Oolla and Balla Ram Seit, also duly invested with full powers on the part of Jeswunt Rao Holkar.

ARTICLE I.

The British Government engages to abstain from the prosecution of hostilities against Jeswunt Rao Holkar and to consider him henceforward as the friend of the Honorable Company; Jeswunt Rao Holkar agreeing, on his part, to abstain from all measures and proceedings of a hostile nature against the British Government and its allies and from all measures and proceedings in any manner directed to the injury of the British Government or its allies.

ARTICLE II.

Jeswunt Rao Holkar hereby renounces all right and title to the districts of Tonk Rampoorah, Boondee, Lakherie, Nameydee, Bhamungaum, Daee, and other places north of the Boondee hills, and now in the occupation of the British Government.

ARTICLE III.

The Honorable Company hereby engages to have no concern with the ancient possessions of the Holkar family in Mewar, Malwa, and Harowtee, or with any of the Ra-

A. D. 1805. Treaty with Jeswunt Raó Holkar.

jahs situated to the south of the Chumbul; and the Honorable Company agrees to deliver over immediately to Jeswunt Rao Holkar, such of the ancient possessions of the Holkar family in the Deccan, now in the occupation of the Honorable Company, as are situated south of the river Tapti, with the exception of the fort and pergunnah of Chandore, the pergunnahs of Ambar and Sengham, and the villages and pergunnahs situated to the southward of the river Godavery, which will remain in possession of the Honorable Company. The Honorable Company however, in consideration of the respectability of the Holkar family, further engages, that in the event of the conduct of Jeswunt Rao Holkar being such as to satisfy that State of his amicable and peaceable intention towards the British Government and its allies, it will, at the expiration of eighteen months from the date of this Treaty, restore to the family of Holkar the fort of Chandore and its district, the pergunnahs of Amber and Sengham, and the districts formerly belonging to the Holkar family, situated to the south of the Godavery.

ARTICLE IV.

Jeswunt Rao Holkar hereby renounces all claims to the district of Koonch, in the province of the Bundelcund, and all claims of every description in that province; but, in the event of the conduct of Jeswunt Rao Holkar being such as to satisfy the British Government of his amicable intentions towards that State and its allies, the Honorable Company agrees, at the expiration of two years from the date of this Treaty, to give the district of Koonch in jaggeer to Bheemah Bhye, the daughter of Jeswunt Rao Holkar, to be holden under the Company's Government on the same terms as that now enjoyed by Balla Bhye.

ARTICLE V.

Jeswunt Rao Holkar hereby renounces all claims of every description upon the British Government and its allies.

ARTICLE VI.

Jeswunt Rao Holkar hereby engages never to entertain in his service Europeans of any description, whether British subjects or others, without the consent of the British Government.

ARTICLE VII.

Jeswunt Rao Holkar hereby engages not to admit into his council or service Serjee Rao Ghautka, as that individual has been proclaimed an enemy to the British Government.

ARTICLE VIII.

A. D. 1805. Treaty with Jeswunt Rao Holkar.

Upon the foregoing conditions, Jeswunt Rao Holkar shall be permitted to return to Hindostan without being molested by the British Government, and the British Government will not interfere in any manner in the concerns of Jeswunt Rao Holkar. It is however stipulated, that Jeswunt Rao Holkar shall, immediately upon this Treaty being signed and ratified, proceed towards Hindostan by a route which leaves the town of Putteala Khytull Jheend, and the countries of the Honorable Company and the Rajah of Jeypore, on the left; and Jeswunt Rao Holkar engages, on his route, to make his troops abstain from plunder, and that they shall commit no act of hostility in any of the countries through which they may pass.

ARTICLE IX.

This Treaty, consisting of nine Articles, being this day settled by Lieutenant-Colonel John Malcolm, on the part of the Honorable Company, and by Seikh Hubeeb Oolla and Balla Ram Seit, on the part of Jeswunt Rao Holkar, Lieutenant-Colonel John Malcolm has delivered one copy thereof, in Persian and English, signed and sealed by himself, and confirmed by the seal and signature of the Right Honorable Lord Lake, to the said Sheik Hubeeb Oolla and Balla Ram Seit, who, on their part, have delivered to Lieutenant-Colonel John Malcolm a counterpart of the same, signed and sealed by themselves; and engage to deliver another copy thereof, duly ratified by Jeswunt Rao Holkar, to the Right Honorable Lord Lake, in the space of three days; the said Lieutenant-Colonel John Malcolm also engaging to deliver to them a counterpart of the same, duly ratified by the Honorable the Governor-General in Council, within the space of one month from this date.

Done in camp at Raipore Gaut, on the banks of the Beah river, this 24th day of December, Anno Domini 1805, corresponding with the 2nd of Shuwaul, in the year of the Higeræ 1220

No. L.

A. D. 1806. Declaratory Articles annexed to the Treaty with Dowlut Rao Holkar.

DECLARATORY ARTICLE *annexed to the Treaty of Peace and Amity concluded between the British Government and Maharajah Jeswunt Rao Holkar, through the agency of the Right Honorable Lord Lake, on the 24th December* 1805.

Whereas by the second article of the above-mentioned Treaty, Maharajah Jeswunt Rao Holkar renounces all

A. D. 1806. Declaratory Articles annexed to the Treaty with Dowlut Rao Scindia.

right and title to the districts of Tonk Rampoorah, Boondee, Lekherree, Sameydee, Bhamungaum, Daee, and other places north of the Boondee Hills, and now in the occupation of the British Government: and whereas it has been understood that the Maharajah attaches great value to the district of Tonk Rampoorah ond other districts in that vicinity, which constituted the ancient possessions of the Holkar family, and the relations of amity and peace being now happily restored between the British Government and Maharajah Jeswunt Rao Holkar, the British Government is desirous of gratifying the wishes of the Maharajah to the utmost practicable extent consistent with considerations of equity, and of manifesting its solicitude to cultivate the friendship and good-will of the Maharajah; therefore, the British Government thereby agrees to consider the provisions of the second article of the Treaty aforesaid to be void and of no effect, and to relinquish all claim to the district of Tonk Rampoorah, and such other districts in their vicinity as were formerly in the possession of the Holkar family, and are now in the occupation of the British Government.

Done on the river Ganges, the 2nd day of February 1806.

No. LI.

ENGAGEMENT *with the* RAJAH *of* BERAR.

Dated the 24th August 1806.

TRANSLATION of an Engagement for the Restitution of the Provinces of Sumbulpore and Patna, by the British Government, to Rajah Raggojee Bhooslah Saina Sahib Soobah Behauder; dated the 24th of August 1806, *corresponding with the 9th of Jemadee oo Sanee,* 1221 *Higera.*

A. D. 1806. Engagement with the Rajah of Berar.

Adverting to the relations of harmony and friendship subsisting between the British Government and Maharajah Raggojee Bhooslah, the Honorable Sir George Hilaro, Barlow, Bart, Governor-General, agrees to restore to Maharajah Raggojee Bhooslah all the territory of Sumbulpore and Patna which was ceded by the Maharajah to the Honorable English Company, with the exception of the territory of Rajah Joojar Sing; according to the following Schedule:

The British Government hereby renounces all future claims whatsoever to the under-mentioned pergunnahs. The Maharajah shall possess the same degree of sovereignty over them as he possesses over the rest of his dominions.

SCHEDULE.

Names of the Pergunnahs of

Shumbulpore,	Serakole,	Khauss Patna,
Sonepore,	Benvia,	Nawagurh,
Saurungurh,	Bonee,	Ghureeland,
Burgurh,	Kauticpore,	Toonageer,
Suktee,	Patna,	Borasambie.

A. D. 1806

Engagement with the Rajah of Berar.

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions.

The Maharajah, on his part, hereby renounces all future claims to the territory of Rajah Joojar Sing; and further engages never to make any pecuniary demands on that territory, or to exercise any authority over it.

If at any time Rajah Joojar Sing, with a view to excite disturbance, shall either attack the country of Maharajah Raggojee Bhooslah, or enter into any collusion with the Zemindars of the Maharajah's territory for the purpose of making war upon the Maharajah, the Maharajah shall report the same to the Honorable Governor-General in Council; who will duly enquire into the circumstances of the case, and if such acts should be found against Joojar Sing, his country shall be separated from the British dominions; and the Maharajah shall be at liberty, with the consent of the British Government, to march his troops against the said Rajah Joojar Sing.

The Governor-General will not in any manner encourage or afford him protection.

On the other hand, the Maharajah and his officers shall not, without the consent of the British Government, make war in any manner upon Rajah Joojar Sing, or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Roygurh shall be separated from the Company's dominions, and annexed to those of the Maharajah, in the same manner as Sumbulpore and Patna.

It is hereby agreed, that a copy of this Treaty, ratified by the Governor-General in Council, shall be transmitted from Fort-William, in the space of two months and eleven days from this date.

No. LII.

AGREEMENTS WITH THE PIRATICAL MAHRATTAS, 1808.

NO. 1.—TRANSLATE OF AN AGREEMENT EXECUTED BY WAGHA MANICK OF DHINGEY.

Renouncing, in future, Piracy and all Right to Wrecks.

A. D. 1808 The Marattas.

Be it known to all, that I, Wagha Manick of Dhingey, in order to afford the fullest testomony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs, and successors, to observe the following articles of agreement, concluded by me on my part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas, the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Wagha Manick of Dhingey, do, in like manner, for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Wagha Manick, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner capable of proving his right may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

Dated the 20th December, 1807.

(*Signed*) TUCKER RYA and DEWA, for Wagha Manick.
RAJGUR KESSOWJEE, agent of Mooloo Manick.
JAHREJEE JEEAJEE of Morba, by the agency of Mehta Bhanjee.
JAHRIJEE JUSSAJEE of Jettia.

A true Copy of the Translate,

(*Signed*) A. ROBERTSON.

No. 2.—Translation of an Agreement executed by Rana Sree Suggaramjee of Aramra and Coer Babjee of Bate, by the Agenca of Adekaree Sudderam, *renouncing, in future, Piracy, and all Right to Wrecks.*

I, Rana Sree Suggaramjee of Aramra, do hereby bind myself to this writing, which includes Bate and Aramra, and what is here written I agree to abide by. A. D. 1808 The Marattas.

Seal of Coer Babjee of Bate.

(*Signed*) (Sehee) by Rana Sugguramjee.

Be it known to all, that I, Coer Babjee of Bate, by the agency of Adekaree Suddaram, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following articles of agreement, concluded by Adekaree Suddaram on my part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I do, in like manner for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports. I do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purpose of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

ARTICLE III.

A. D. 1808 The Marattas.

As the temple of Bate is consecrated to the worship and adoration of the Supreme Being, the Honorable Company will be always disposed to afford the temple for those holy purposes every suitable encouragement and protection.

ARTICLE IV.

It is further agreed to by me, that to prevent all future causes of dispute or of misunderstanding, the Honorable Company may appoint Soonderjee Sewajee, or one of his connexions, to reside at Bate, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary, to ascertain that all these articles are observed inviolably.

Margsur Sud, 15th Sumwut 1864, or 14th December, Anno Domini 1807.

A true Copy of the Translate.

(*Signed*) ARCHIBALD ROBERTSON.

No. 3.—TRANSLATE OF AN AGREEMENT EXECUTED BY MOOLOO MANICK SUMMYANEE OF DEWARKA, *renouncing, in future, Piracy, and all Right to Wrecks.*

Be it known to all, that I, Mooloo Manick Summyanee, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following articles of agreement, concluded by me on my part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Mooloo Manick Summyanee of Dewarka, do, in like manner for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority or subject to my control; nor shall those who follow the pro-

fession of piracy receive protection or assistance in my ports. I, Mooloo Manick Summyanee, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear. A. D. 1808 The Marattas.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purpose of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

ARTICLE III.

As the temple of Dewarka is consecrated to the worship and adoration of the Supreme Being, the Honorable Company will be always disposed to afford the temple for these holy purposes every suitable encouragement and protection.

ARTICLE IV.

It is further agreed to by me, that to prevent all future causes of dispute or of misunderstanding, the Honorable Company may appoint Soonderjee Sewajee, or one of his connexions, to reside at Dewarka, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary, to ascertain, that all these articles are observed inviolably. So help me God.

Margseer Sud, 15th Sumwut 1864, or 14th December, Anno *Domini* 1807.

True Copy of the Translate.

(*Signed*) ARCHIBALD ROBERTSON.

No. 4.—TRANSLATION OF AN AGREEMENT EXECUTED BY COER MEGHRAJEE OF POSETRA, *renouncing, in future, Piracy and all Right to Wrecks.*

Be it known to all, that I, Coer Meghrajee of Posetra, in order to afford the fullest testimony of respect and at-

A. D. 1808 tachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following articles of agreement, concluded by me, Coer Meghrajee, on my part, and by Major Alexander Walker on the part of the Honorable Company.

The Marattas.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I do, in like manner for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Coer Meghrajee of Posetra, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

ARTICLE III.

It is further agreed to by me, that to prevent all future causes of dispute or of misunderstanding, the Honorable Company may appoint Soonderjee Sewajee, or one of his connexions, to reside at Posetra, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary, to ascertain that all these articles are observed inviolably.

Margseer Vud, 14th Sumwut 1864; or 28th December, Anno Domini 1807.

A true Copy of the Translate.

(*Signed*) ARCHIBALD ROBERTSON.



No. 5.—Translate of a Security Bond executed by Coer Babjee of Bate and Mooloo Manick of Dewarka for the Chief of Posetra.

A. D. 1808
The Marattas.

I, Coer Seree Babjee, by the agency of Suddaram Adekaree, and I, Mooloo Manick Summyanee, in consequence of Posetra having concluded arrangements with the Honorable English Company, similar to those of Bate and Dewarka, with a view to cause a due observance of these engagements, hereby become security, and if the Chief of Posetra commit any aggression or theft, we are responsible for the same.

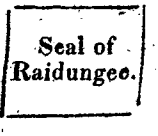
Should the Posetra Walla in any way commit aggressions, the whole of them (are on our necks) we are answerable for.

Dated, Poushsood, 2nd Sumwut 1864.

(Signed twice) Schee,
Schee,

A true Copy of the Translate.

(Signed) Archibald Robertson.



No. 6.—Translate of a Copy of a Security Bond executed by Dewan Hunsraj Sha, on the part of Rao Sree Raidun of Kutch, *for the Chief of Bate and Dewarka.*

In consequence of Major Alexander Walker, on account of the Honorable Company, having, through the agency of Khetree Soonderjee Sewajee, concluded friendship, and entered into a written agreement with Coer Mamunjee of Bate, through the agency of Suddaram, and Mooloo Ma-

A. D. 1808 The Marattas.

nick of Dewarka, I, Mucha Rajah Rao Sree Raidun, by the agency of Humsraj Sha Samedass Dewan, agree to become guarantee for the due observance of these engagements, and do hereby bind myself as answerable for the least aggression or theft on their part to the Honorable Company. This is true. I have become security with my own free will and consent. I am perfectly bound to cause an adherence to this.

Dated Poushsood 4th, Friday, Sumwut 1864.

This has been executed in my presence.

True Copy of the Translate.

(*Signed*) ARCHIBALD ROBERTSON.

No. 7.—TRANSLATE OF AN AGREEMENT EXECUTED BY HAMED KHAN BEHAUDER, *renouncing, in future, Piracy and all Right to Wrecks.*

Be it known to all, that I, Hamed Khan Behauder Babee Fidwee Sha Alam Padsha Ghazee, Governor of the city of Joonaghur, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs and successors, to observe the following articles of agreement, concluded by me and by Major Alexander Walker, Resident, on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel or trade by sea, I, Hamed Khan, Behauder, on my own part, and on the part of my heirs and successors, do, in like manner, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports: and should any one being rebel against my Government, and living in another country enter mine and plunder any one, I will point out the residence of that thief.

I, Hamed Khan Behauder do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce: and those merchants and traders who are subject to my authority shall, in like manner, be allowed to visit and to trade in the harbours of the Honorable Company

A. D. 1808
The Marattas.

I have agreed to these articles, that no cause of misunderstanding or dispute may exist between me and the Honorable Company. Without date.

The Seal of Hamed Khan Behauder.

A true Copy of the Translate.
(*Signed*) ARCHIBALD ROBERTSON.

No. 8.—TRANSLATE OF AN AGREEMENT EXECUTED BY JAM JUSSAJEE OF NOWANNUGGUR, *renouncing, in future, Piracy and all Right to Wrecks.*

Be it known to all, that I, Jam Jussajee, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind myself, my heirs, and successors, to observe the following articles of agreement, concluded by me on my part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Jam Jussajee of Nowannuggur, do, in like manner for myself, my heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control; nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Jam Jus-

A. D. 1808 sajee, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

The Marattas.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into my ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to my authority, shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

Dated Pous Vud 30th Summut 1864; or 27th January Anno Domini 1808.

(Signed) RUDRAJEE RAGOONATHJEE,
For JAM JUSSAJEE.

A true Copy of Translate.

(Signed) ARCHIBLAD ROBERTSON.

No. 9.—TRANSLATE OF AN AGREEMENT EXECUTED BY RANA SERTAUNJEE AND COER HALLAJEE OF POORBUNDER, *renouncing, in future, Piracy and all Right to Wrecks.*

Be it known to all, that we, Rana Sertaunjee and Coer Hallajee of Poorbunder, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind ourselves, our heirs, and successors, to observe the following articles of agreement, concluded by us, Rana Sertaunjee and Coer Hallajee of Poorbunder, on our part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

Whereas the duty of protecting those who travel or trade by land, extends equally to those who travel and trade by sea, we, Rana Sertaunjee and Coer Hallajee of Poorbunder,

do, in like manner for ourselves, our heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person under our authority, or subject to our control; nor shall those who follow the profession of piracy, receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to the vessels in distress, and renounce all claims to wrecks, to which an owner, capable of proving his right, may appear. A. D. 1808 The Marattas

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into our ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to our authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

ARTICLE III.

It is further agreed to by us that to prevent all future causes of dispute or misunderstanding, the Honorable Company may appoint an agent to reside at Poorbunder, and from time to time cause one of their (Company's Sirkar) vessels to visit the port, and make such inspections as may be necessary to ascertain that all these articles are observed inviolably.

True Copy of the Translate.

(Signed) ARCHIBALD ROBERTSON.

No. 10.—Translate of an Agreement executed by Khawass Suggaram and Pragjee of Joreeabunder, *renouncing in future, Piracy and all Right to Wrecks.*

Be it known to all, that we, Khawass Suggaram and Pragjee of Joreeabunder, in order to afford the fullest testimony of respect and attachment to the Honorable Company, do engage and bind ourselves, our heirs, and successors, to observe the following articles of agreement, concluded by us on our part, and by Major Alexander Walker on the part of the Honorable Company.

ARTICLE I.

A. D. 1808. The Marattas. Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, we Khawass Suggaram and Pragjee, do, in like manner for ourselves, our heirs, and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under our authority or subject to our control; nor shall those who follow the profession of piracy receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE II.

The Honorable Company's vessels and subjects shall, at all times, have admission into our ports, for the purposes of carrying on freely trade and commerce; and those merchants and traders who are subject to our authority shall, in like manner, be allowed to visit and to trade in the countries and harbours of the Honorable Company.

Dated Kartick Sood 2nd 1864; or 1st November, Anno Domini 1807.

(*Signed*) SEHEE,

A true Copy of the Translate,

(*Signed*) ARCHIBALD ROBERTSON.

No. LIII.

TREATY WITH THE KING OF CAUBUL, *Dated the 17th June* 1809.

A. D. 1809. Treaty with the King of Caubul. Whereas, in consequence of the confederacy with the State of Persia, projected by the French, for the purpose of invading the dominion of His Majesty the King of the Doorannees, and ultimately those of the British Government in India, the Honorable Mountstuart Elphinstone

A. D. 180

Treaty with the King of Caubul.

was dispatched to the Court of His Majesty, in quality of Envoy, Plenipotentiary, on the part of the Right Honorable Lord Minto, Governor-General, exercising the supreme authority over all affairs, civil, political, and military, in the British possessions in the East-Indies, for the purpose of concerting with His Majesty's ministers the means of mutual defence against the expected invasion of the French and Persians: And whereas the said Ambassador having had the honor of being presented to His Majesty, and of explaining the friendly and beneficial object of his mission, His Majesty, sensible of the advantages of alliance and co-operation between the two States, for the purpose above described, directed his ministers to confer with the Honorable Mr. Elphinstone, and consulting the welfare of both States, to conclude a friendly alliance: And certain Articles of Treaty having accordingly been agreed to between His Majesty's ministers and the British Ambassador, and confirmed by the royal signet, a copy of the Treaty so framed has been transmitted by the Ambassador, for the ratification of the Governor General, who, consenting to the stipulations therein contained without variation, a copy of these articles, as hereunder written, is now returned, duly ratified by the seal and signature of the Governor-General, and the signatures of the members of the British Government in India; and the obligations upon both Governments, both now and for ever, shall be exclusively regulated and determined by the tenor of those articles, which are as follows:

ARTICLE I.

As the French and Persians have entered into a confederacy against the State of Caubul, if they should wish to pass through the King's dominions, the servants of the heavenly throne shall prevent their passage; and exerting themselves to the extent of their power in making war on them and repelling them, shall not permit them to cross into British India.

ARTICLE II.

If the French and Persians, in pursuance of their confederacy, should advance towards the King of Caubul's country in a hostile manner, the British State, endeavouring heartily to repel them, shall hold themselves liable to afford

A. D. 189. the expences necessary for the above-mentioned service to the extent of their ability. While the confederacy between the French and Persians continues in force, these articles shall be in force, and be acted on by both parties.

Treaty with the King of Caubul.

ARTICLE III.

Friendship and union shall continue for ever between these two States; the veil of separation shall be lifted up from between them, and they shall in no manner interfere in each other's countries; and the King of Caubul shall permit no individual of the French to enter his territories.

The faithful servants of both States having agreed to this Treaty, the conditions of confirmation and ratification have been performed, and this document has been sealed and signed by the Right Honorable the Governor-General, and the Honorable the Members of the Supreme British Government in India, this 17th day of June 1809, answering to 1224 of the Higera.

No. LIV.

TREATY WITH THE AMEERS OF SCIND, *Dated the 22nd August* 1809.

TREATY of Friendship between the Honorable English East-India Company and the Government of Scind.

ARTICLE I.

A. D. 1809 There shall be eternal friendship between the British Government and that of Scind, namely, Meer Gholam Allee, Meer Kurreem Allee, and Meer Moorad Allee.

Treaty with the Ameers of Scind.

ARTICLE II.

Enmity shall never appear between the two States.

ARTICLE III.

The mutual dispatch of the vakeels of both Governments, namely, the British Government and Scindian Government shall always continue.

ARTICLE IV.

The Government of Scind will not allow the establishment of the tribe of the French in Scind. A. D. 1809. Treaty with the Ameers of Scind.

Written on the 10th of the month of Rujubool Morijub, in the year of the Higera 1226, corresponding with the 22nd of August 1809.

No. LV.

AGREEMENT WITH FUTTEH MAHOMED OF CUTCH, 1809.

ARTICLES OF AGREEMENT between the Honorable East-India Company, entered into by Captain Samuel Adam Greenwood, under the orders of Lieutenant-Colonel Walker, Resident, with the Vizierat Jemmadar Futteh Mahomed, and his son Notiar Hussain Meeja, on behalf of the Maha Rao Shree Raidhanjee, viz.

ARTICLE I.

As friendship exists between the Government of the Honorable Company, and the Government of the Maha Rajah Anund Rao Guickwar Sena Khas Kheyl, on the one part, and the Government of the Maha Rao Shree Raidhan, on the other, it is agreed that no troops shall cross the country to the east, or opposite side of the Gulph and Run, lying between Cutch and Guzerat, nor shall any claim or interference be therein maintained. A. D. 1809. Agreement with Futteh Mahomed of Cutch.

ARTICLE II.

The above article is indispensable, but as the Maha Rao Mirza Raidhun possesses old claims at Noanuggur, it is agreed that these, as well as any other demands, either pecuniary or otherwise, which exist or may arise, shall be settled agreeably to equity and justice, and with due regard to the character of Maha Rao Shree, by the decision of three people, one on behalf of the Honorable Company, one on behalf of the Maha Rao Shree, and a third, on behalf of the parties on whom the claims are made.

ARTICLE III.

A. D. 1809. Agreement with Futtch Mahomed of Cutch.

The Maha Rao Shree Raidhun engages, that piracy shall be eradicated throughout the country of Cutch; should any piracy take place, the pirates shall be punished, and expelled from the country.

ARTICLE IV.

Maha Rao Shree Raidhun engages not to permit any establishment whatever to be made in the country, by any European or American power, or any of those nations to remain therein.

To the truth of the above, God is witness.

Dated 16th of Rumzaun 1224 Higera, corresponding with the 3rd of Asivoud 1809.

No. LVI.

ENGAGEMENT WITH DEWAN HUNSRAJ, OF MANDAVIE, *Dated the 28th October* 1809.

ARTICLES OF ENGAGEMENT entered into by Dewan Hunsraj Saundoss, of Mandavie Bunder, with Captain Samuel A. Greenwood, on behalf of the Honorable Campany, as follows:

RTICLE I.

A. D. 1809 Engagement with Dewan Hunsraj of Mandavie.

As friendship exists between the Government of the Honorable Company, and the Government of the Maharajah Sena Khas Kheyl Umseer Behauder, on the one part, and the Government of Maha Rao Shree Raidhun, on the other; I do hereby agree, that no troops shall cross to the country on the opposite side of the Gulph and Run (lying between Cutch and Guzerat); nor shall any claim or interference be maintained therein Should any claim or dispute arise, the same shall be settled by arbitration, under the mediation of the Company.

ARTICLE II.

A. D. 1809. Engagement with Dewan Hunsraj of Mandavie.

Hunsraj Sa Dewan engages, on behalf of the Maha Rao Raidhun, that piracy shall be eradicated throughout the territories subject to Mandavie; should any act of piracy occur, the pirates shall be punished and expelled the country.

ARTICLE III.

Hunsraj Sa Dewen also engages, on behalf of the Maha Rao Raidhun, not to permit any European or American power to form an establishment at Mandavie and its dependencies, nor to permit any of these nations to remain therein.

Dated 1865, Assainvud 5th; corresponding with 28th October 1809, A. D.

No. LVII.

POREBUNDER.

ARTICLES OF ENGAGEMENT from Rana Sirtanjee and Kooer Hallajee of Porebunder, to the Hon'ble Company.

ARTICLE I.

A. D. 1809. Agreement with the Rajah of Porebunder.

Rana Sirtanjee and Kooer Hallajee agree to cede to the Hon'ble Company one half of the port of Porebunder, with a full participation in all its rights.

ARTICLE II.

In consideration of the above cession, the Hon'ble Company engage to take upon themselves the satisfaction of a part of the claims of the Guicowar Government on Porebunder, equal to the amount of Rupees (50,000) fifty thousand.

ARTICLE III.

For the amount so advanced Rana Sirtanjee and Kooer Hallajee engage and do hereby transfer to the Hon'ble Company a mortgage, until the said Rupees (50,000) with its Interest at 9 per cent per annum be fully repaid.

ARTICLE IV.

A. D. 1809.

Agreement with the Rajah of Porebunder.

The above arrangement places the State of Porebunder under the boundary and protection of the Hon'ble Company who will assist and protect the rights and Interests of Rana Sirtanjee, and Kooer Hallajee, in all just cases, and for this purpose they will station a Captain and 100 Men in Porebunder.

ARTICLE V.

The demands of the Rana of Porebunder on the Camdars and, others, and the demands of other places on Porebunder will be decided by the Honorable Company in conformity to Justice, the Rana Sirtanjee and Kooer Hallajee engage to abide by the Company's arbitration.

ARTICLE VI.

The above engagement is permanent between the Rana Sirtanjee, Kooer Hallajee, Kooer Prithee Raj and their heirs and decendants for ever, on one part, and the Government of the Hon'ble Company on the other.

Done at Porebunder, 5th December 1809, A. D. Corresponding with the 13th Kartickvud 1866, Sumbut.

No. LVIII.

A. D. 1810.

Agreement with the Rajah of Mandavie.

To the Sircar of the Hon'ble Company Bahadur Nathan Crow Esq. Chief of Surat; Vuzeer Netianundjee Sookhanundjee, and Vedianundjee Sookhanundjee, and Mhetta Thevanundjee Atmaramjee, on the part of Raja Doorjunsingjee of Mandavie, beg leave to represent, that we have entered with you in an agreement of Six Annahs per a Rupee, payable to you from the Territorial Revenue of Mandavie Purgunna and the Fort of Pardy &c. five Villages and which was concluded on the 17th January 1810 corresponding with Sumbut 1866, Poushsud 13th. That your share of Six Annahs including what His Highness the Paishwa, have been ceded to the Hon'ble Company in their Books; for these purposes, we now fix Sixty thousand Rupees (60,000) which from the current Murgsal, in the manner in which your Honor will be pleased to settle the payments whereof by Kistbundy or Instalments, and in con-

formity thereof we shall pay that amount annually in the Broach or Purgunna currency: and this writing is true. Dated Sumbut 1866, Phagunsud 6, Sunday, corresponding with the 11th March 1810. Witness. A. D. 1810. Agreement with the Rajah of Mandavie.

(*Signed*) RAVUL BAWAJEE KOOSULSING.

(*Signed*) NAHARANA DOORJUNGSINGJEE
Confirmed the above writing.
" METIANUNDJEE SOOKHANUNDJEE.
Do. hand writing of VEDEANUND.
" VEDIANUNDJEE SOOKHANUNDJEE.
Confirmed the above writing.
" THEVANUND ATMARAM, Ditto.

In the above writing in which sixty thousand Rupees are inserted, the Kistbundy or Instalments whereof we have mentioned below, and agreeably to which we shall pay annually into the Sircar of the Hon'ble Company Bahadur at the rate of 5000 Rupees per month.

(*Signed*) NETIANUNDBHY SOOKHANUND.
Confirmed this writing the hand writing of VEDIANUND.
VEDIANUND SOOKHANUNDJEE.
Confirmed this writing.
MHETTA THEVANUND ATMARAM, do

(True Translate.)

(*Signed*) N. Crow.
Chief.

No. LIX.

DEFINITIVE TREATY BETWEEN PERSIA AND GREAT BRITAIN.

Praise be to God, the all perfect and all sufficient.

These happy leaves are a Nosegay plucked from the thornless Garden of concord and tied by the hands of the Plenipotentiaries of the Two Great States in the form of Definitive Treaty in which the Articles of Friendship and Amity are blended. A. D. 1812. Definitive Treaty between Persia & Great Britain.

A. D. 1812. Definitive Treaty between Persia & Great Britain.

Previously to this period the height in station Sir Harford Jones, Baronet, Envoy Extraordinary from the English Government, came to this Court to form an Amicable Alliance, and in conjunction with the Plenipotentiaries of Persia, their Excellencies (titles) Mirza Mahamed Shefe and Haji Mahammed Hussein Kan, concluded a preliminary Treaty, the particulars of which were to be detailed and arranged in a Difinitive one.

No. LX.

AGREEMENT WITH THE RAJAH OF COLAPORE, *Dated the 1st October* 1812.

ARTICLES OF AGREEMENT concluded between the Rajah of Colapore and the Honorable Mountstuart Elphinstone, Resident at Poona, on the part of the British Government, and accepted by the Rajah of Colapore on the 1st of October 1812.

ARTICLE I.

A. D. 1812. Agreement with the Rajah of Colapore.

There shall be perpetual peace aad friendship between the allied Governments of the Honorable Company and his Highness the Peishwah on the one part, and his Highness the Rajah of Colapore, on the other.

ARTICLE II.

The Rajah of Colapore on his own part, and on that of his heirs and successors, hereby renounces all right and claim of whatever description on the districts of Chickoree and Manowlee, and all dependencies which have hitherto been comprehended in those districts. The districts aforesaid are henceforward to belong in absolute sovereignty to Rao Pundit Purdhaun Peishwah Behauder, his heirs and successors.

ARTICLE III.

All the forts and country taken in consequence of the wars occasioned by the disputed claims to Chickoree and Manowlee, from the Rajah of Colapore, within the last four years, *i. e.* since the month of September 1808, and now occupied by the troops of Rao Pundit Purdhaun Peishwah Behauder shall be universally restored to the Rajah of Colapore.

ARTICLE IV.

A. D. 1812.

Agreement with the Rajah of Colapore.

The Rajah of Colapore hereby renounces all other claims of whatever description on Rao Pundit Purdhaun Peishwah Behauder, and on all and every part of his dominions, with the exception of the new conquests mentioned in the third Article; his Highness the Maharajah likewise renounces all claim upon Neepanee: his Highness the Rajah of Colapore hereby further renounces all claims of whatever description on all the Peishwah's subjects of whatever rank and denomination.

ARTICLE V.

For the security of the British trade against a renewal of the piratical depredations formerly practised by the Rajah of Colapore's subjects, the Rajah of Colapore hereby agrees, on his own part and on the part of his heirs and successors, to cede to the Honorable Company in perpetual sovereignty the harbour of Malwaun, that is to say, the fort and island of Sindoodroog or Malwaun, and the forts of Puddumgurh, Rauj Cote, and Sirjee Cote, with the lands dependent on the said forts, and the British troops shall immediately be put in possession of the said forts and their dependencies.

ARTICLE VI.

His Highness the Rajah of Colapore engages on his own part, and on that of his heirs and successors, never to employ any armed vessels, or to permit any armed vessels to be fitted out at, or to enter any of the sea-ports which may remain in his Highness's possession, after the cessions of the places beforementioned, or which he may hereafter acquire; and the Rajah agrees that the Honorable Company's vessels shall have the right to search all vessels that may be in the said ports, or that may have sailed from them; and that, if any arms are found in vessels so searched, the said vessels shall be lawful prize to the Honorable Company. The Rajah further engages to permit agents on the part of the Honorable Company, to reside in all ports in his dominions, or which may hereafter fall into his hands for the purpose of ascertaining the state of all vessels lying in such ports, and to permit the said agents to search the said vessels.

ARTICLE VII.

If any ship bearing the British flag, or furnished with a British pass, or belonging to the allies of the British Government, should hereafter put into the Rajah of Colapore's

A. D. 1812. Agreement with the Rajah of Colapore.

ports, or be driven by stress of weather, or any other cause, upon his shores, his Highness the Rajah of Colapore engages on his own part and on that of his heirs and successors, that all practicable assistance shall be rendered to such vessels. And the Rajah further agrees, that no claim shall be advanced by himself or any of his subjects on any vessel, belonging to whatever nation, that may be shipwrecked or driven by stress of weather upon his shores.'

ARTICLE VIII.

In consideration of the cession of the harbour of Malwaun, and on condition of the effectual suppression of piracy, the Honorable Company engages to guarantee such territories as shall remain in the Rajah of Colapore's possession against the aggression of all Foreign Powers and States.

ARTICLE IX.

With a view to the full execution of the agreement contained in the foregoing article, his Highness the Rajah of Colapore, on his own part and on that of his heirs and successors, engages not to pursue any measures of hostility against foreign States, without the previous consent of the Honorable Company; and if any differences shall in future arise between his Highness, his heirs and successors, and any foreign Power or State, the Honorable Company shall apply themselves to the adjustment of such differences, conformably to justice and propriety; and His Highness the Rajah of Colapore agrees that whatever adjustment of such differences the Honorable Company shall determine his Highness shall acquiesce in and abide by. His Highness the Rajah of Colapore, on his part and on that of his heirs and successors, engages not to urge any claims on foreign States which may have originated previously to the date of this agreement. Should the conditions contained in this article not be fulfilled by the Rajah, the 8th article is to be considered null and void.

ARTICLE X.

And whereas various demands subsist on the part of the Honorable Company against his Highness the Rajah of Colapore, in consequence of depredations formerly committed on the trade of the Honorable Company and its subjects; the Honorable Company being convinced of the Rajah's inability to satisfy those demands, and of his sin-

cere desire to prevent a repetition of the injuries formerly complained of, consents to relinquish all pecuniary claims and demands whatsoever against the Rajah of Colapore. A. D. 1812. Agreement with the Rajah of Colapore.

What is written in the above ten articles is hereby agreed to.

Done at Curveer, on the 24th of Rumzaun.

Ratified by the Right Honorable the Governor-General in Council, at Fort William in Bengal, this 13th day of November 1812.

No. LXI.

AGREEMENT WITH THE DESSYE OF SAWUNT-WARREE, *Dated the 3rd October* 1812.

ARTICLES OF AGREEMENT concluded between the Rajah Pond Sawunt Bounsello Behauder, Sir Dessye of Coodal and its Dependencies, on the one part; and Courtland Schuyler, Esquire, Captain of His Britannic Majesty's 84th Regiment of Foot, and British Envoy at Goa, under Instructions from the Right Honorable Gilbert Lord Minto, Governor-General of British India, on behalf of the Honorable East-India Company, on the other part.

ARTICLE I.

There shall be perpetual peace and friendship between the Honorable Company and the Rajah Pond Sawunt Bounsello, and their successors and heirs, for ever. A. D. 1812. Agreement with the Dessye of Sawunt Waree.

ARTICLE II.

In order to the effectual suppression of the piracies which have hitherto been practised by the subjects of the Rajah Pond Sawunt Bounsello, it is hereby agreed upon, on the part of the Bounsello, that the fort of Viagorlah, and the battery of Gunaramo Tembe, with the port and proper limits thereof, shall be ceded in full right and sovereignty to the Honorable Company for ever, and the British troops shall be put in immediate possession of the same.

ARTICLE III.

It is further agreed, on the part of the Rajah Pond Sawunt Bounsello, that he will deliver up to the Honorable

A. D. 1812. Company all gallivats, pattamars, and other vessels of every description that may hereafter be found equipped in a warlike manner, and that the same shall become lawful prizes to the Honorable Company.

Agreement with the Dessye of Sawunt Waree.

ARTICLE IV.

It is further agreed upon, on the part of the Rajah Pond Sawunt Bounsello, that no vessel of any description whatever belonging to the Sawuntwarree State shall be allowed to proceed to or from the port of Neuty, without first being examined by a person or persons who will be appointed for that purpose by the British authority; and also, that a guard of British troops shall be stationed at the port of Neuty for the same purpose.

ARTICLE V.

It is also agreed upon, on the part of the Rajah Pond Sawunt Bounsello, his heirs and successors, that if, at any time hereafter, any of his subjects shall be guilty of piratical acts, the forts of Razee and Neuty shall be given up to the Honorable Company in like manner with Vingorlah.

ARTICLE VI.

It is further agreed, on the part of the Honorable Company, that as soon as the British troops shall be put in possession of the fort of Vingorlah, the blockading squadron shall be withdrawn, and the ports in the Sawuntwarree State shall be opened for the free trade of the subjects of the Honorable Company, and the Rajah Pond Sawunt Bounsello.

ARTICLE VII.

British merchants shall be allowed the free liberty of passing and repassing the territories of the Rajah Pond Sawunt Bounsello, with their effects, merchandizes, carriages, and beasts of burthen, upon paying the same land tolls as paid by the natural subjects of the Rajah, and no more, upon any pretence whatever.

ARTICLE VIII

The British troops and subjects residing within the territory of the Rajah Pond Sawunt Bounsello shall not be obliged to pay a greater price for the produce of his country than the natural subjects of the Rajah.

ARTICLE IX.

A. D. 1812.

Agreement with the Dessye of Sawunt Waree.

That British subjects residing within the territories of the Rajah Pond Sawunt Bounsello shall be solely amenable to the British authority, and any offences they may commit shall, on a representation from the Rajah to the officer commanding, be duly attended to; and the like to be observed on the part of the British towards the subjects of the Rajah.

ARTICLE X

All military stores of every denomination, and all supplies of provisions, and Europe articles imported for the use of the British officers and troops residing in the Sawuntwarree State, to be allowed to pass duty free.

In witness hereof, we the undersigned, Rajah Pond Sawunt Bounsello Behauder, Sir Dessye of Coodall and its dependencies, and Courtland Schuyler, Esquire, Captain in His Britannic Majesty's Eighty-fourth Regiment of foot, and British Envoy at Goa, have signed the present Agreement, and have caused our respective seals to be set thereto.

Done at the village of Mardoor, in the district of Santaida, Sawuntwarree State, on the 3rd day of October 1812.

Additional Article.—It is further agreed upon, that private property of every description belonging to subjects of the Rajah Pond Sawunt Bounsello, within the limits of the fort of Vingorlah and battery of Gunaramo Tembe, ceded to the British, shall be respected; and further, that the British authority will not afford its protection to any of the subjects of the Bounsello, who may be guilty of offences against the Sawuntwarree State.—The latter part of the article to be observed by the Rajah Pond Sawunt Bounsello towards British subjects.

Ratified by the Right Honorable the Governor-General in Council, at Fort-William, in Bengal, this 15th day of January 1813.

No. LXII.

TREATY WITH THE RAO OF CUTCH,

Dated the 16th January 1816; with a Supplemental Article.

ARTICLES OF A TREATY OF ALLIANCE between the Honorable English East-India Company, and his Highness Maharaj Mirza Rao Bharmuljee, of Cutch; agreed to by both Governments.

ARTICLE I.

A. D. 1816 Treaty with the Rao of Cutch.

A firm and lasting peace and amity shall hereafter exist between the contracting Governments.

ARTICLE II.

The people of the Cutch district of Wagur having committed unprovoked depredations in the Mahals of their Highnesses the Peishwah and Guickwar, in the peninsula of Kattywar, the Maha Rao engages to reimburse the losses sustained by their aggressions, and also to defray the military expenses incurred in consequence, according to a separate deed, by which the Maha Rao engages to abide.

ARTICLE III.

His Highness the Maha Rao engages to become responsible to the Peishwah's and Guickwar's and Honorable Company's Governments for any loss which their subjects may hereafter sustain by depredations from subjects of the Cutch State.

ARTICLE IV.

The subjects of the Cutch State shall on no account cross the Gulph or Runn for hostile purposes, neither shall they cross to act against the subjects of the Honorable Company or those of Shrimunt Peishwah or the Guickwar. The subjects of the aforesaid three governments shall (in like manner) not cross the Gulph or Runn for hostile purposes against the Rao's subjects. The fort of Anjar, &c., having been ceded to the Honorable Company, no objections exist to troops and stores crossing the Gulph or Runn for that place.

ARTICLE V.

A. D. 1816.

Treaty with the Rao of Cutch.

His Highness the Rao binds himself to suppress, in the most effectual manner, the practice of piracy throughout his dominions, and coasts, and engages to make good any losses sustained by vessels sailing under the pass of the Honorable Company, by piracies committed from the ports in Cutch. The practice of confiscating property wrecked on the coast, shall from this date be suppressed, and his Highness engages to cause all property thus sequestrated, to be returned to the legal owner.

ARTICLE VI.

His Highness the Rao engages that no foreign European or American force of any description, or agent of any of those powers, shall be permitted to pass through, or reside in the State of Cutch.

ARTICLE VII.

The Rao binds himself to prohibit the admission of Arab mercenaries into Cutch; Arabs resorting for mercantile purposes shall not be permitted to leave any of their followers. They shall return with the merchants. This shall be particularly attended to. In consideration, however, of the situation of Luckput, on the borders of Scind, and for the object of keeping the district of Wagur in subjection, the Rao shall retain in his service Arab Sebundy, not exceeding in number four hundred men.

ARTICLE VIII.

The Honorable Company, in consideration of the distracted state of the Government of Rao Bharmuljee, and its inability to fulfil the above obligations without aid, engages to cause such possessions as have been alienated by the treachery of his servants, to be restored to his Highness's authority, any of the servants above alluded to, returning to their allegiance, through the mediation of the Honorable Company, shall have their affairs arranged in a manner meeting the wishes of both governments.

ARTICLE IX.

The district of Wagur, a dependency of the Cutch State, will require to undergo a thorough reform. The prohibition which exists to the Rao entertaining Arab Sebundy beyond a limited number, disables him from effecting a settlement of that district satisfactorily to the Honorable Company.

A. D. 1816. Treaty with the Rao of Cutch.

The latter, therefore, agree to aid his Highness with a force to arrange this talooka, in a manner suitable to the objects of both Governments, so that it remain obedient to the Rao's authority, who binds himself, as in article 3rd, to be responsible for the future acts of the people.

ARTICLE X.

As a friendly return for the essential services thus engaged to be performed, his Highness the Rao agrees to cede to the Hon'ble Company in perpetuity the Fort of Anjar with villages intending Tooria Bunder and in addition engages to pay in perpetuity an annual sum of two lacs of cowries in cash to the Honorable Company. The particulars of this article are contained in a separate deed.

ARTICLE XI.

The slaughter of cows and bullocks being directly at variance with the religion of the Jharijahs, and the greater portion of the natives of Cutch, the Honorable Company engage to abstain from the slaughter of those animals within the limits of Cutch, and from violating the religious prejudices of the Rao's subjects.

ARTICLE XII.

His Highness the Rao engages not to allow a Bharwuttia of the Shrimunt Peishwa, Guickwar, or Honorable Company's Governments, to reside within his territory, and (in like manner) the above three Governments engage not to permit a Bharwuttia of the Rao's country to reside in their Mahals. In the event, however, of a Bharwuttia residing within a foreign State and committing acts of depredation from thence, the Power affording him an asylum shall be considered responsible.

ARTICLE XIII.

A representative of the Honorable Company's Government shall reside with the Rao in the capital, in order that all questions which may arise between the contracting Governments be discussed in a friendly manner, and the engagement of both parties be watched over and preserved inviolate. This vakeel shall not listen to any complaints, either from the Rao's Bhyaud or his minister; at the Rao's request, however, the Sircar will afford him its best advice.

The above thirteen Articles of Treaty shall be adhered to by the Rao, his heirs and successors, and the Honorable Company.

Done at Bhooj, on the 14th day of January, A. D. 1816.

LXIII.

TRANSLATION *of a Deed executed by Maharaj Mirza Rao Bharmuljee, of Cutch, in favor of the Honorable English East-India Company.*

ARTICLE I.

A. D. 1816.

Translation of a Deed executed by Maharaj Mirza.

My Sircar, as a friendly gift, has for ever done over to you by deed the fort of Anjar, with villages, including Todreea Bunder, according to the following list;

Villages	Anjar Town,	Pudhanoo,	Suttapore,
	Muthee Roheer,	Rupore,	Sapurdha,
	Keedhana,	Boruha Megpore,	Sugallia,
	Rutnal,	Varsamiree,	Naugulpore, large,
	Puswallia Khasi,	Toorcea, Port inclusive,	Kokra,
	Ditto Meethee,	Khasee Rohur,	Bheemazer,
	Sidoogura,	Shirac,	Nugal,
	Naugulpore, small	Anterjall,	Morsin,

According to the above list, I have given you the Fort and Bunder inclusive, twenty-four villages, and surrender to you all sovereignty, control, and produce in those places that my Sircar has enjoyed. Any charitable, religious or other ancient gifts of my Government, shall be investigated by the Honorable Company, and on authentic papers being produced, the Honorable Company's Government shall continue them.

Grassias, who have enjoyed grass from ancient times in the pergunnahs, or in Anjar, shall not be obstructed by the Honorable Company in receiving their produce. Disputes regarding villages, boundaries or disputes of any kind, between the subjects of the two Governments, shall be adjusted by two persons on the part of the Sircars agreeably to justice; one Sircar shall not send orders or moksils to the subjects of the other. Subjects or inhabitants of the above places, coming to me to complain, I shall not listen to them.

ARTICLE II.

In addition to the above deed, I have agreed to pay to the Honorable Company from my Government an annual sum of two lacs of Rao Shai cories. This cash is to be paid in two kists, as follows:

1,00,000 1 lac cories on Asar Sood 2nd.
1,00,000 1 lac ditto on Posh Sood 2nd.

2,00,000

A. D. 1816. Translation of a Deed executed by Maharaj Mirza.

In this manner I am to pay two lacs of cories annually for ever. And should the cories not be paid on the stipulated dates, I am to pay interest at the rate of nine per cent per annum.

I have given these two articles in writing to the Honorable Company's Sircars, of my own free will. I and my heirs and successors are to abide by them.

Done at Sumwut, 1872, Poshwud 2nd, Tuesday 16th January 1816.

No. LXIV.

TREATY WITH THE RAJAH OF BERAR.

Dated the 27th May 1816.

A. D. 1816. Treaty with the Rajah of Berar.

TREATY of perpetual Defensive Alliance between the Honorable English East-India Company and his Highness Maharajah Pursojee Bhooslah, his heirs and successors; settled with Rajah Moodhojee Bhooslah, exercising with plenary powers all the functions of the Government, on behalf of the said Maharajah; by Richard Jenkins, Esquire, Resident at the Court of His Highness, by virtue of the powers delegated to him by the Right Honorable Francis Earl of Moira K. G., one of His Britannic Majesty's Most Honorable Privy Council appointed by the Honorable the Court of Directors of the said Honorable Company, to direct and control all their affairs in the East Indies.

Whereas by the blessing of God the relations of peace and friendship have uninterruptedly subsisted for a length of time, between the Honorable English East-India Company and the State of Nagpore, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, and to the security of their rights and territories, and those of their allies and dependents, to enter into a Defensive Alliance, on the terms specified in the under-written Articles.

ARTICLE I.

The peace, union and friendship so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both.

And the contracting parties agree, that all the former Treaties and agreements between the two States, now in force, and not contrary to the tenor of this engagement, shall be confirmed by it. A. D. 1816. Treaty with the Rajah of Berar.

ARTICLE II.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against Maharajah Pursojee Bhooslah, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Agreement, the Governor-General in Council, in behalf of the Honorable Company, hereby declares, that the British Government will never permit any Power or State whatever (in which description is included the tribe of Pindarries) to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maharajah Pursojee Bhooslah; but will at all times maintain and defend the same, in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE III.

In conformity to the spirit of complete alliance and identity of interests established by the provisions of the preceding Articles, and in return for the obligation which the British Government has thereby imposed upon itself, to protect and defend the State of Nagpore against all enemies; the Maharajah agrees, not only to employ the utmost effort of his military power and resources, in conjunction with those of the British Government, for the purpose of assisting to repel acts of hostility or aggression directed against the State of Nagpore, but also to consider the forces and resources of his Government, to be applicable to the utmost practicable extent on occasions on which the British Government may be engaged, in operations for the defence of the territories of its allies, their Highnesses the Nabob Sekunder Jah Soobadar of the Deccan, and the Peishwah Rao Punndit Purdhaun; as well as generally to aid the British Government, as far as his power and resources will admit, in any contest in which the British Government may at any time be engaged for the defence of its own rights and those of its allies.

ARTICLE IV.

A. D. 1816. Treaty with the Rajah of Berar.

With a view to fulfil this treaty of Defensive Alliance, Maharajah Pursojee Bhooslah agrees to receive, and the Honorable East-India Company to furnish, a permanent subsidiary force of British Troops, consisting of not less than one regiment of native cavalry, six battalions of native infantry, one complete company of European artillery, and one company of pioneers, with the usual proportion of field-pieces attached, and with the proper equipment of warlike stores and ammunition; which force shall be accordingly stationed in perpetuity in the Maharajah's territories. It is moreover agreed, that with the reserve of two battalions of sepoys, which are to remain near his Highness's person, the residue of the force shall be posted in such a situation near the south bank of the Nerbudda as may be chosen by the British Government, and with liberty to move in any direction necessary throughout his Highness's territories; as well as to have the privilege of changing its position in case it should be so determined on, the Maharajah's Government being previously consulted in the latter case. In the event however, of its being deemed advisable by the British Goverment, at any time, that one of the two battalions of sepoys, which it is above provided are to remain near his Highness's person, should join the force stationed near the Nerbudda, the said Maharajah will make no objection: but the force near his Highness's person shall never consist of less than one battalion

ARTICLE V.

The Maharajah hereby engages to pay to the Honorable Company, from his Highness's treasury at Nagpore, according to the undermentioned equal and half-yearly instalments punctually and without demur or hesitation, the annual sum of seven lacs and fifty thousand Nagpore rupees of the present standard value, being the estimated additional charge of the field establishment of the force, described in the preceding article.

The following are the Instalments:

1 December.....	Rupees 3,75,000
1 June.....	3,75,000
Rupees.....	7,50,000

ARTICLE VI.

The contracting parties will hereafter take into consideration, the expediency of commuting the pecuniary payment settled by the 5th article, for a cession of territory on the

part of Maharajah Pursojee Bhooslah; and whatever arrangement may thus be determined upon by mutual consent, shall be adopted. In the event, likewise, of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified, the British Government shall be entitled to require, and his Highness, will without hesitation, agree to cede territory, in lieu of the whole of the subsidy; the situation of which territory will be then fixed according to mutual convenience. But it is understood, that the British Government claims no right to demand a cession of territory as long as the pecuniary payments are punctually discharged.

ARTICLE VII.

Whenever it may be found expedient, for any temporary purpose, to employ within the Maharajah's territory any troops belonging to the Honorable Company, exceeding the amount of the subsidiary force as fixed by the fourth Article, no objections shall be made on the part of the Maharajah; and the British Government on its part engages, that the Maharajah shall not be charged with any additional expense on account of such extra troops.

ARTICLE VIII.

The Maharajah grants full permission, for the purpose of supplies of every description, for the use of the subsidiary force in all parts of his Highness's territory. Grain and all other articles of consumption and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses and camels required for the use of the subsidiary force, shall be entirely exempted from duties; and the commanding officer and officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance; such as the protection of the person of the Maharajah, his heirs and successors; the overawing and chastisement of rebels or exciters of disturbance in his Highness's dominions; and due correction of his subjects or dependents, who may withhold payment of the Sirkar's just claims; but it is not to be employed on trifling occasions; nor, like sebundy, to be stationed in the country to collect the revenues, nor in levying contributions in the manner of moluckgerry.

ARTICLE IX.

A. D. 1816. Treaty with the Rajah of Berar.

Inasmuch as by the present Treaty the British Government engages to maintain and defend the rights and territories of the Maharajah Pursojee Bhooslah, in the same manner as the rights and territories of the Honorable Company are now maintained and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharajah consequently engages never to commit any act of hostility or aggression against their Highnesses the Nizam and Peishwah, or any of the Honorable Company's allies or dependents, or against any other Power or State whatever; and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE X.

As by the present Treaty, the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future any negociations with any other State whatever, without giving previous notice to, and entering into mutual consultation, with, the Company's Government; and the British Government on its part, hereby declares, that it has no manner of concern with any of the Maharajah's children, relations, dependents, subjects or servants, with respect to whom the Maharajah is absolute.

ARTICLE XI.

Whereas it is incumbent on the Maharajah to be prepared to unite with the British Government, to the utmost extent of his power and resources, in the protection and defence of his rights and territories, against all external and internal enemies: And whereas by the third article of this Treaty, the Maharajah engages not only to fulfil that obligation, but also to assist the British Government, as far as may be practicable, on occasions in which that Government may be compelled to exert its power in the defence of its own rights and those of its allies; the Maharajah engages, with a view to fulfil these obligations, to maintain at all times in a state of efficiency and fit for active service, a force consisting of not less than three thousand cavalry and two thousand infantry, with the necessary equipments of guns and warlike stores; which force shall be employed on occasions of actual service, in the manner that may be pointed out by the officer commanding the British

subsidiary force. In the same manner, in the event of any part of the forces of the Maharajah being required to act in conjunction with a British force beyond the limits of his Highness's territories, the former shall be employed under the orders and directions of the commanding officer of the latter. It is moreover declared, that in addition to the force of cavalry and infantry which the Maharajah is bound by this article perpetually to maintain; his Highness will keep up as large a number of troops as may be necessary, and as the resources of his Government may enable him to support; and that on all necessary occasions he will be ready to assist the British Government with the whole of his forces.

ARTICLE XII.

Maharajah Pursojee Bhooslah agrees to attend and conform to whatever advice and recommendation may from time to time be afforded by the British Resident at his Highness's court, on all points connected with the due support and equipment of the force, consisting of three thousand cavalry and two thousand infantry, which, by the eleventh article, the Maharajah engages permanently to maintain: which advice and recommendation will extend to the regularity and sufficiency of the pay and good quality of the accoutrements, horses, arms, &c., of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford, without excuse or hesitation, to the Resident, any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service; and whenever the Resident may require it, his Highness will permit the said force to be mustered, inspected, and reviewed, personally, either by the Resident or by the officer commanding the subsidiary force.

ARTICLE XIII.

Inasmuch as by the present Treaty of defensive alliance, the ties of union are so closely drawn that the interests of the two States are become identified, it is agreed, that on occasions on which it may be deemed expedient and necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maharajah, shall be permitted, at the discretion of the British Government, to be employed in the province of Berar, in co-operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maharajah's dominions, provided, however, that by such temporary employment of the force stationed with the Maharajah, his Highness's territories shall not be exposed to

A. D. 1816 serious danger, and that the force stationed near his Highness's person, shall never be less than one battalion of sepoys.

Treaty with the Rajah of Berar.

ARTICLE XIV.

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharajah, or any members of his Highness's family, or relations or servants of his Highness, who in like manner engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its Allies, or to any fugitives from their respective territories.

ARTICLE XV.

This Treaty, consisting of fifteen articles, being this day settled by Richard Jenkins, Esq. with Rajah Moodhojee Bhooslah, on the part of Maharajah Pursojee Bhooslah, Mr. Jenkins has delivered one copy thereof in English, Mahratta and Persian, signed and sealed by himself, to the said Rajah Moodhojee Bhooslah, who on his part has also delivered one copy of the same, duly executed, with the seal and signature of Maharajah Pursojee Bhooslah, and with his own seal and signature; and Mr. Jenkins, by virtue of special authority given to him in that behalf by the Right Honorable the Governor-General in Council, hereby declares the said treaty to be in full force from the date hereof, and engages to procure and deliver to his Highness, in the space of forty days, a ratified copy of the same, under the seal of the Honorable Company and the signature of the Right Honorable the Governor-General in Council; on the delivery of which, the treaty executed by Mr. Jenkins shall be returned. But the subsidiary force specified in the fourth article, shall be immediately furnished by the Honorable Company, and all the other articles of this treaty shall be in full force from this time.

Signed, sealed and exchanged at Nagpore, the twenty-seventh day of May, in the year of our Lord one thousand eight hundred and sixteen, answering to the twenty-eighth of Jemadee oo sanee, in the year of the Hejira, one thousand two hundred and thirty-one.

Ratified by His Excellency the Right Honorable the Governor-General in Council at Fort-William in Bengal, this 15th day of June 1816.

No. LXV.

CUTCH.

The Hon'ble Company and the Rao's Sircars concluded a Treaty of 13 Articles on the 14th January 1816, Supplementary to these however the two following Articles are valid.

ARTICLE I.

1st. The Right Hon'ble the Governor-General in Council has ratified the thirteen Articles of treaty concluded on the 14th January 1816, between the English Sircar and that of His Highness the Rao; but as His Highness's Government is newly established and is responsible in the 2nd Article of the Treaty for a debt of twenty Lacks of Rupees, which it would find much difficulty in discharging, the Hon'ble Company guided by feelings of friendship, relinquishes as a voluntary Gift the sum of eight Lacks, thirteen thousand, and eight hundred, and seventy-six Rupees, being the amount charged to its Military expences.

A D. 1816.

Supplementary engagement with the Rao of Cutch

ARTICLE II.

2nd. In order still further to aid the Maha Rao's Government, and as a testimony of the interest which the Honorable Company takes in its welfare, the latter does of its own free will relinquish the annual sum of two Lacks of Coris, which the Rao has agreed to pay by the tenth Article of the aforesaid Treaty. It is hoped that these disinterested and friendly aids conferred by the Honorable Company's Government on His Highness the Rao, will induce the latter to repose perfect confidence, to act with unanimity and to preserve inviolate the stipulations contained in the original treaty.

Done at Bhooj, this Tuesday the Eighteenth day of June A. D. 1816.

(Signed) JAMES MACMURDO,
Resident at Bhooj.

No. LXVI.

TREATY *with the* PEISHWAH,

Dated the 13th June 1817.

TREATY between the Honorable East-India Company, and his Highness Bajee Rao Raghoonath Rao Pundit Purdhan, his heirs and successors; concluded at Poona, on the 13th of June, by the Honorable M. Elphinstone, on the part of the Honorable Company; and by Moro Dixit, and Ballajee Luchmun, on the part of the Rao Pundit Purdhan, by virtue of full powers from their respective Governments.

A. D. 1817.

Treaty with the Peishwah.

Whereas a Treaty of general Defensive Alliance, consisting of nineteen articles, was concluded at Bassein, between the Honorable East-India Company, and his Highness Rao Pundit Purdhan Behauder: And whereas seven articles of Agreement, supplemental to the said Treaty were agreed on at Poona between the same Powers: And whereas certain disputes have since arisen, which it is the desire of both parties to remove; with a view to adjusting the said disputes, and to the better fulfilment of the said alliance, the following Treaty has been concluded between the two States:

ARTICLE I.

Whereas Trimbuckjee Dainglia, by the murder of Gungadhur Shastry, the public minister of the Guickwar State rendered himself obnoxious to public justice, and it became the peculiar duty, both of the Honorable East-India Company's Government, and that of his Highness Rao Pundit Purdhan Behauder, to inflict on him such punishment as might mark their detestation of his crimes, and deter others from committing the like atrocities: And whereas Trimbuckjee Dainglia has escaped from the custody of the Honorable East-India Company's Government, to which he was made over by Rao Pundit Purdhan Behauder, and has since added to his crimes by assembling banditti, and committing various acts of plunder and murder: his Highness Rao Pundit Purdhan Behauder solemnly engages never to afford to the said Trimbuckjee any countenance or protection whatever, but to use his utmost efforts to seize and deliver him up to the Honorable East-India Company and until such time as the said Dainglia may be delivered up, the family of the said Dainglia are to remain as hostages in the hands of the Honorable Company's Government. His Highness Rao Pundit Pur-

dhan Behauder also engages severely to punish all who participated in the said Trimbuckjee's rebellion, and who have not surrendered themselves according to his Highness's proclamation. A. D. 1817. Treaty with the Peishwah.

ARTICLE II.

All articles of the Treaty of Bassien, and of the Supplemental Articles concluded at Poona, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE III.

By the eleventh Article of the Treaty of Bassein, his Highness Rao Pundit Purdhan Behauder engages to dismiss all Europeans, natives of States at war with Great Britain, who shall meditate injury towards the English. His Highness Rao Pundit Purdhan Behauder now engages never to admit into his territories any subject of any European or American Power whatever, without the previous consent of the British Government.

ARTICLE IV.

By the seventeenth Article of the Treaty of Bassein, his Highness Rao Pundit Purdhan Behauder engaged, neither to commence nor pursue in future any negociations with any Power whatever, without giving previous notice to, and entering into mutual consultation with, the Honorable East-India Company's Government: in order to the more effectual fulfilment of this article, his Highness Rao Pundit Purdhan Behauder hereby engages, neither to maintain Vakeels of other Agents at the Court of any Power whatever, nor to permit the residence of Vakeels or other Agents, from any Power whatever, at his Court. And his Highness further engages to hold no communication with any Power whatever, except through the Resident, or other Minister of the Honorable Company's Government residing at his Highness's Court. And his Highness Rao Pundit Purdhan Behauder, hereby, for himself and for his heirs and successors, recognizes the dissolution, in form and substance, of the Maharatta Confederacy; and renounces all connexion whatever with the other Mahratta Powers, whether arising from his former situation of executive head of the Mahratta empire, or from any other cause. Nothing contained in this Article shall affect any rights which his Highness Rao Pundit Purdhan Behauder may possess over any chiefs of the Mahratta State, between the rivers Nerbudda and Toombuddra, and to the west of the western frontier of his Highness the Nizam's

A. D. 1817. dominions, who are now in obedience to his Highness Rão Pundit Purdhan Behauder. His Highness, however, renounces all claims on the Rajah of Colapore, and on the Government of Sawuntwarree; and engages to advance no claims on the lands of their Highnesses Scindia, Holkar, the Rajah of Berar, and the Guickwar, which may be situated within the limits before mentioned.

Treaty with the Peishwah.

ARTICLE V.

His Highness Rao Pundit Purdhan Behauder specially renounces all future demands on his Highness Rajah Anund Rao Guickwar Behauder, whether resulting from the former supremacy of the said Rao Pundit Purdhan Behauder, as executive head of the Mahratta empire, or from any other cause; but as various demands and papers of accounts, arising from certain unfinished transactions, subsist between the Government of his Highness Rao Pundit Purdhan Behauder, and the Government of the Rajah above mentioned, which his Highness Rao Pundit Purdhan Behauder agreed, by the fourteenth Article of the Treaty of Bassein, to submit to the arbitration of the Honorable Company's Government, those demands are hereby declared to be in force, as far as relates to past times: but his Highness Rao Pundit Purdhan Behauder now consents, that in the event of the payment of the annual sum of four lacs of rupees, by Rajah Anund Rao Guickwar Behauder, the above agreement shall be set aside, and the said Rajah shall be discharged from all claims whatever on the part of the said Rao Pundit Purdhan Behauder. In case his Highness Rajah Anund Rao Guickwar Behauder should not consent to the payment of the annual sum of four lacs of rupees, then the agreement above mentioned, which forms part of the fourteenth Article of the Treaty of Bassein, shall remain in force, and binding on both parties; but his Highness Rao Pundit Purdhan Behauder hereby distinctly renounces all future claims on his Highness Rajah Anund Rao Guickwar Behauder.

ARTICLE VI.

In the fourth Supplemental Article to the Treaty of Bassein it is agreed that in time of war his Highness Rao Pundit Purdhan Behauder shall appoint and furnish 5,000 cavalry and 3,000 infantry, with a due proportion of ordnance and military stores, to join and act with the British Subsidary force; and, in addition thereto, his Highness agrees to employ in the war such further force as he shall be able to bring into the field: that Article is hereby annulled, and, in lieu thereof, it is agreed, that his High-

ness Rao Pundit Purdhan Behauder shall place at the disposal of the British Government sufficient funds for the payment of a force of 5,000 cavalry and 3,000 infantry, and the provision of a due proportion of ordnance and military stores; on the fulfilment of which engagement, the British Government shall have no further claim to the services of the contingent above mentioned. But his Highness Rao Pundit Purdhan Behauder shall still be bound, as formerly, to co-operate in the war, with such a force as he may be able to bring into the field; the Honorable Company in the same manner engaging to employ, in active operations against the enemy, the largest force which they may be able to furnish over and above the subsidiary force. A. D. 1817 Treaty with the Peishwah.

ARTICLE VII.

To enable the British Government to supply the place of the contingent above-mentioned, his Highness Rao Pundit Purdhan Behauder hereby assigns and cedes in perpetuity, to the Honorable Company, all the territories and rights detailed in the Schedule annexed to this treaty; and his Highness expressly renounces all claims and pretentions, of whatever description, on the countries enumerated in the said Schedule, and all connexion with the Chiefs and Boomeas of those countries.

ARTICLE VIII.

As it may be found that certain of the territories, ceded by the foregoing article, may be inconvenient from their situation, his Highness Rao Pundit Purdhun Behauder, for the purpose of rendering the boundary line a good and well-defined one, agrees that such exchanges of talooks and lands shall be made hereafter, on the terms of a fair valuation of their respective revenues, as the completion of the said purpose may require; and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the seventh Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company or their officers.

ARTICLE IX.

His Highness Rao Pundit Purdhan Behauder will immediately issue the necessary perwannahs, or orders, to his Highness's officers, to deliver over charge of the districts ceded by Article seventh, to the officers of the Honorable Company; and it is hereby agreed and stipulated, that all collections made by his Highness's officers, subsequently to the commencement of the Hindoo year, answering to the

A. D. 1817. 5th of June 1817, A. D, shall be carried to the credit of the Honorable Company; and all claims to balances from the said districts referring to a period antecedent to the conclusion of this Treaty, shall be considered as null and void.

Treaty with the Peishwah.

ARTICLE X.

All forts situated within the districts ceded as aforesaid shall be delivered to the officers of the Honorable Company with the said districts; and his Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company, without being injured or damaged.

ARTICLE XI.

It is further agreed, that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this agreement, his Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops as may be requisite, to be employed in quelling the same, within the said districts.

ARTICLE XII.

His Highness Rao Pundit Purdhan Behauder, on his own part, and on the part of his heirs and successors, hereby cedes to the Honorable East-India Company, in perpetual sovereignty, the Fort of Ahmednuggur, together with as much of the adjoining country as may be within two thousand yards of the fort, measured from the foot of the glacis. His Highness Rao Pundit Purdhan Behauder engages to furnish such pasture lands as may be required for the use of the subsidiary force, at the most convenient place adjoining to the cantonments of the different divisions of the said force: and although, by the spirit of the Treaty of Bassein, the British Government is already entitled to send such troops into his Highness's territories as may appear requisite for the fulfilment of the terms of that Treaty; yet, to remove all doubts on that point, his Highness Rao Pundit Purdhan Behauder further engages to admit the residence within his dominions, of any number of British troops, in addition to the subsidiary force that the British Government may think necessary, and to permit all British troops to pass through all parts of his dominions without obstructions, provided that nothing in this article is to entitle the British Government to make any demand on his Highness for the expense of the additional troops so residing.

ARTICLE XIII.

A. D. 1817.
Treaty with the Peishwah.

His Highness Rao Pundit Purdhan Behauder hereby cedes to the Honorable East-India Company all his rights, interests or pretensions feudal, territorial or pecuniary, in the province of Bundlecund, including Saugor, Jansi, and the lands held by Nana Govind Rao, and agrees to relinquish all connexion with the chiefs in that quarter.

ARTICLE XIV.

His Highness Rao Pundit Purdhan Behauder, for himself and for his heirs and successors, hereby cedes to the Honorable East-India Company all his rights and territories in Malwa, which were secured to him by the eleventh article of the Treaty of Sirjee Anjengaum; and generally, all rights and pretensions of every denomination which he may possess in the country to the north of the river Nerbudda, excepting those which he possesses in the province of Guzerat; and engages never more to interfere in the affairs of Hindoostan.

ARTICLE XV.

His Highness Rao Pundit Purdhan Behauder formerly rented his share of the city and province of Ahmedabad, including the tribute of Kattywar, to Bhugwunt Rao Guickwar, at the rate of four lacks and a half of rupees per annum, and granted a sunnud to that effect, under date the twenty-seventh Jemadee ool Akhir, one thousand two hundred and five. The tribute of Kattywar, formerly comprehended in that farm, has been ceded to the British Government by the seventh Article of the present Treaty. His Highness now agrees to grant the remainder of the said farm in perpetuity to his Highness Rajah Anund Rao Guickwar Behauder, and to his heirs and successors, on the same terms as those contained in the above-mentioned sunnud, dated the twenty-seventh of Jumadee ool Akhir A. H. one thousand two hundred and five, excepting the terms contained in the second, eighth, eleventh, and fifteenth Articles, which are hereby abrogated and annulled. In consideration of the greatness of the actual revenue of the city and province of Ahmedabad, and likewise of the loss to which his Highness Rao Pundit Purdhan Behauder has already been subjected, by his renunciation of all future claims on his Highness Rajah Anund Rao Guickwar Behauder, and by his accepting an annual payment of four lacs, in lieu of all claims actually due up to the present day; it is agreed that the former sum of four lacs and a half of Rupees shall still be paid for the farm of Ahmedabad, notwithstanding the separation of the tribute of Kattywar.

ARTICLE XVI.

A. D. 1817. Treaty with the Peishwah.

Whereas certain Articles of Agreement (six in number) regarding the settlement of the southern jaggeerdars, were presented by the Resident at Poona, to his Highness Rao Pundit Purdhan Behauder, on the 6th of July one thousand eight hundred and twelve, A. D., to which (after a modification suggested by his Highness, and submitted to him on the 7th of the same month,) his Highness gave his entire consent; those articles are hereby recognized, and declared to be binding on both parties, as much as if they formed part of the present Treaty: and whereas various disputes have arisen, regarding the muster of the troops of the said jaggeerdars, and the manner and periods of their service, his Highness Rao Pundit Purdhan Behauder hereby agrees to be guided entirely by the advice of the British Government with regard to those subjects, and to issue no orders to the jaggeerdars without full concert with the British Government, His Highness hereby agrees to restore to the said jaggeerdars any of the lands included in their sunnuds which may now be in his Highness's possession; and in consideration of the recommendation of the British Government, his Highness hereby consents to restore to Madhoo Rao Rastia the jageer formerly held by him, and resumed in the year one thousand eight hundred and fourteen, and to permit him to hold that jaggeer as formerly, under the guarantee of the British Government.

ARTICLE XVII.

The fort and territory of Mailgaut, having been taken possession of by the troops of Highness Rao Pundit Purdhan Behauder, without concert with the British Government, and his Highness's occupation of that fortress having since occasioned various inconveniences to the other allies; his Highness Rao Pundit Purdhan Behauder engages to withdraw his troops from Mailgaut, and he hereby renounces all claims and pretensions to the said fort and territory, and to all other territories occupied by his troops during the expedition of one thousand eight hundred and eleven.

ARTICLE XVIII.

This Treaty, consisting of eighteen Articles, being this day settled and concluded at Poona, by the Honorable M. Elphinstone, Moro Dixit, and Ballajee Luchun; Mr. Elphinstone has delivered to his Highness the Peishwah a copy of the same in English, Persian, and Mahratta, under the seal and signature of the said Honorable M.

Elphinstone: and his Highness the Peishwah has delivered to the said Honorable M. Elphinstone another copy, also in English, Persian, and Mahratta, bearing his Highness's seal. And the Honorable M. Elphinstone aforesaid, has engaged to procure and deliver to his Highness, without delay, a copy of the same duly ratified by his Excellency the Most Noble Francis Marquis of Hastings, K. G., Governor-General, &c. &c. in Council; on the receipt of which by his said Highness, the present Treaty shall be deemed complete and binding on the Honorable East-India Company, and on his Highness the Peishwah; and the copy now delivered to his said Highness shall be returned.

A. D. 1817. Treaty with the Peishwah.

SCHEDULE of the Lands and Revenues ceded in perpetuity by his Highness Rao Pundit Purdhan Behauder, to the Honorable East-India Company, by virtue of the seventh Article of the annexed Treaty, amounting to thirty-four lacks of rupees.

Lands and revenues to be made over immediately: The districts of Bailapore, Aulgong, and Cullean, and all the territories possessed by his Highness Rao Pundit Purdhan Behauder, situated to the north of those districts as far as Guzerat, and lying between the gauts of the Syadree mountains and the sea.

A. D. 1817. Schedule of the Lands and revenue ceded by the Peishwah.

All the rights and territories possessed by his Highness Rao Pundit Purdhan Behauder in Guzerat, with the exception of Ahmedabad, Oolpar, and the annual payment due by the Guicowar.

The tribute of Kattywar, estimated, after deducting the expense of collections, at four lacs of rupees.

The territories of Dharwar and Koosigul.—The above territories are to be made over immediately, the necessary expenses of the management of the said districts are then to be ascertained, and deducted from the gross revenue: the remaining revenue is to form part of the thirty-four lacs stipulated for in the seventh Article: and the territory required to complete that amount is to be ceded in the Carnatic, in such situations as may be most convenient to the Honorable East-India Company's Government with a view to the preservation of a distinct boundary line.

Whatever collections may have been made by the officers of his Highness Rao Pundit Purdhun Behauder from the districts, to be made over immediately, or from those to be

A. D. 1817. hereafter assigned in the Carnatic, subsequent to the commencement of the present Hindoo year, answering to the 5th of June 1817, are to be repaid to the officers of the Honorable East-India Company, agreeably to the ninth Article of the Treaty.

Schedule of the Lands and revenue ceded by the Peishwah.

For the purpose of ascertaining the amount of the revenue of the territories now made over, it is agreed, that the regular accounts for the last twenty years shall be produced from the records of his Highness Rao Pundit Purdhan's Government, within the period of five days.

PAPER presented by the Resident at Poona, to the Peishwah's Ministers, on the 6th of July 1812, *and accepted by his Highness on the 7th.**

ARTICLE I.

His Highness the Peishwah will take no notice of past injuries, and will advance no pecuniary claims without the consent of the British Government.

ARTICLE II.

The Jaggeerdass to retain possession of their Serinjaumy lands, as long as they serve his Highness the Peishwah with fidelity.

ARTICLE III.

All lands and revenues which have been usurped, *e. i.*, engaged without sunnuds by the Jaggeeadars, to be restored to his Highness the Peishwah.

ARTICLE IV.

The Jaggeerdars to serve his Highness the Peishwah according to their gynaut zaubitas, and to attend with their contingents when summoned by his Highness. The Peishwah will not give any promise to the jaggeerdars, that shall limit his ancient right to summon them when he pleases, and retain them as long as he thinks fit; but he promises the British Government to employ them when the affairs of his Government require it, and to dismiss them, according to the ancient usage, by the advice of the British Government, when their services are not required. His Highness also engages to treat the jaggeerdars with the consideration to which they are entitled by former practice.

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* See Article XVI of the Treaty of the 13th June 1817.—Page 212

ARTICLE V.

The British Government charges itself with the fulfilment of the conditions contained in the four articles above written. If the Jaggeerdars shall not accept them, the English Government will enforce them by fair means, or by force, if necessary; and if they should finally reject them, the British Government will unite with the Peishwah in resuming their lands for his Highness. Should the Jaggeerdars give their consent to these engagements at present, but hereafter refuse to comply with them, the British Government will join with the Peishwah in punishing them.

ARTICLE VI.

The Peishwah's Government will not depart from any of the engagements into which the British Government may enter, in conformity to the preceding articles; nor is any other authority to enterfere with the British Government in the present negociation.

Ratified by the Governor-General in Council on the 5th July 1817.

No. LXVII.

ENGAGEMENT WITH NANA GOVIND RAO,

Dated the 1st November 1817.

A. D. 1817.

Engagment with Nana Govind Rao.

Whereas, by a Treaty concluded between the British Government and his Highness the Peishwah, under date the 13th June 1817, corresponding with the 14th Assar 1874 Sumbut, the rights of supremacy possessed by his Highness over Nana Govind Rao, and the lands in the Nana's immediate occupation, have been transferred to the British Government, and whereas the British Government has consented, on certain considerations, to relinquish the tribute and military service which, by virtue of that transfer, it had acquired a right to demand from the Nana, and to constitute the Nana the hereditary ruler of the lands at present in his actual possession, the following Articles have accordingly been concluded, by mutual consent, between the British Government and the said Nana Govind Rao.

ARTICLE I.

All the Articles of the engagement contracted with Nana Govind Rao by Colonel John Baillie on the part of the British Government, under date the 3rd day of October

A. D. 1817. 1806, corresponding with the 10th of Shabaun 1221 Hijree, and the 11th of Kooar Sood 1863 Sumbut, shall remain in full force, excepting in as far as they are not altered by this Treaty.

Engagement with Nana Govind Rao.

ARTICLE II.

The British Government hereby relinquishes for ever its right to tribute and military service from Nana Govind Rao, his heirs and successors. The British Government moreover acknowledges, and hereby constitutes Nana Govind Rao, his heirs and successors, the hereditary rulers of the territory at present in the Nana's actual possession.

ARTICLE III.

The British Government further engages to protect the aforesaid possessions of the Nana from the aggressions of any foreign Power: and it is accordingly hereby agreed between the contracting parties, that whenever the Nana shall have reason to apprehend a design on the part of any Power to invade his territories, whether in consequence of any disputed claim or on any other ground, he shall report the circumstances of the case to the British Government, which will interpose its mediation for the adjustment of such disputed claim. The Nana, relying on the justice and equity of the British Government, agrees implicitly to abide by its award. If the apprehended aggression be referable to any other cause, the British Government will endeavour, by representation and remonstrance, to avert the design; and if, notwithstanding the Nana's acquiescence in the award of the British Government, the other party shall persist in its hostile designs, and the endeavours of the British Government shall fail of success, such measures will be adopted for the protection of the Nana's territories as the circumstances of the case may appear to require.

ARTICLE IV.

Nana Govind Rao hereby cedes to the British Government in perpetual sovereignty the whole of the lands of the Elakeh of Khemdah, appertaining to the Purgunnah of Mohabah, circumscribed by the territories of the British Government, and also certain villages on the banks of the river Jumna appertaining to the Pergunnah of Choorkee, and intermixed with the Honorable Company's lands of Bhudaick and Raeepore, including mal, sayer, charity and rent-free lands of every description, agreeably to a Schedule subjoined to the Treaty. The Nana accordingly engages, that the aforesaid lands shall be given up to the

officers of the British Government immediately on demand: but, with a view to the satisfaction of certain claims upon the Nana for which some of those lands are pledged, the British Government hereby agrees to grant to the Nana the revenue of these lands, to be paid in cash up to the end of Assar next, corresponding with July 1818. The current revenue after deducting the expense of collection, the outstanding balances, and the advances of Tuccavie, which may be justly demandable up to the end of Assar next, according to the regulations of the British Government, shall accordingly be collected by the British revenue officers and paid to the Nana monthly.

A. D. 1817, Engagement with Nana Govind Rao.

ARTICLE V.

If, at any time, the Nana have any cause of complaint against any of the Rajahs or Chiefs allied to the British Government, the Nana engages to refer the case to the arbitration and decision of that Government, and to abide implicitly by its award, and on no account to commit aggression against the other party, or to employ his own force for the satisfaction of such claim, or for the redress of the grievance of which he may complain.

ARTICLE VI.

Nana Govind Rao hereby engages to abstain from corresponding with foreign Powers, excepting with the privity and consent of the British Government.

ARTICLE VII.

With a view to facilitate the adjustment of boundary disputes between the subjects of the Nana and those of the British Government, and to avoid the delay of a reference to the Nana, the Nana hereby engages to require all his Aumils and other officers on the frontier, to comply immediately with any orders they may receive from the Superintendent of Political Affairs, for causing the attendance of parties and witnesses, or for any other purpose connected with the adjustment of boundary disputes, without waiting the result of a reference to him. The Nana further agrees to give ready and due attention to all suggestions from the Superintendent, respecting the punishment of any of his subjects who may be convicted before the Superintendent of violence and aggression towards British subjects. With a further view to avert disputes respecting the new boundary which will be formed between the lands now ceded by the Nana and those to which they are con-

A. D. 1817. tiguous, it is hereby agreed, that actual possession at the date of this Treaty shall be held to be the criterion for the settlement of all disputes which may arise respecting the aforesaid boundary, and that no retrospective claim, founded on former possession, shall be sustained on either side.

Engagement with Nana Govind Rao.

ARTICLE VIII.

The British Government hereby engages to contract no engagements with Rao Benaick Rao the manager of Saugor, or with the Bhaeah Suhibah, detrimental to the claims and rights of the Nana, in the country of Saugor. The British Government moreover offers hereafter to interpose its good offices, with a view to bring about a satisfactory adjustment of the differences between Nana Govind Rao and the manager of the country of Saugor.

ARTICLE IX.

Whenever the British Government may have occasion to send its troops through the territory of Nana Govind Rao, or to station a British force within his territories, it shall be competent to the British Government so to detach or station its troops, and the Nana shall give his consent accordingly. The commander of the British troops which may thus eventually pass through, or permanently occupy a position within the Nana's territories, shall not, in any manner, interfere in the internal concerns of the Nana's Government. Whatever materials or supply may be required for the use of the British troops during their continuance in the Nana's territories, shall be readily furnished by the Nana's officers and subjects, and shall be paid for at the price-current of the Bazar.

ARTICLE X.

This Treaty, consisting of ten Articles, having this day been concluded between the British Government and Nana Govind Rao, through the agency of John Wauchope, Esq. in virtue of powers delegated to him by the Most Noble the Governor-General on the one part, and Abha Bulwunt Rao, the Vakeel of the said Nana Govind Rao, on the other, Mr. Wauchope and the said Vakeel signed and sealed two copies of the Treaty in English, Persian, and Hindee, one of which, after being ratified by the seal and signature of the Most Noble the Marquis of Hastings, Governor-General, will be returned to-morrow to the said

A. D. 1817.

Engagement with Nana Govind Rao.

Vakeel, who having obtained the ratification of the name to the other copy, engages to deliver it within the same time to Mr. Wauchope.

Signed, sealed and exchanged at Jolound on the 1st day of November 1817, corresponding with 17th of Kartick 1874 Sumbut, and 20th of Zeehij 1232 Hijree.

Ratified by his Excellency the Governor General, in camp, near Nuddeeka Gong, this 3rd day of November 1817.

A. D. 1817.

Schedule of forty-four villages ceded by Nana Govind Rao.

Schedule of fourty-four Villages composing the Elekah of Khemdah and certain Villages on the Banks of the River Jumna, belonging to the Purgunnah of Choorkee, with their Dependencies, ceded to the British Government by Nana Govind Rao, according to the Fourth Article of the Treaty.

1 Khemdah
Chandee Roosroog
Marowlee
Achround
5 Serowly
Cupsah
Futtehpore
Echowley
Akbye
10 Uttgurh
Khyror
Puchpehnah
Gunywah
Bervye
15 Berbye
Kuhreh
Bhangah
Berwowly
Rutwah
20 Rewan
Choenwah Khaneh
Bhommye
Choenwur Khaneh
Churka
Ladur
25 Goorah
Mawey
Sooneecheh
Soorsee Kunal
Soorsee Khoond
30 Archyepoorah
Gossyaree
Jegnowrah, (Rent free)
Kerohee
Khumenwah
35 Koolkunnah
Kunnah
Kymuhkurgh
Ajneethu
Ekona
40 Bhumany
Tendohee
Koondoheh
Noorpore
44 Gurhurah

Villages belonging to the Pergunnah of Choorkee on the banks of the Jumna:—

1 Sehee with Jeyrajpore
Tekeree
Jararaee
4 Maunpore.

No. LXVIII.

TREATY WITH DOWLUT RAO SCINDIA.

Dated 5th November 1817.

TREATY of Concert and Alliance between the Honorable the English East-India Company and Maharajah Alijah Dowlut Rao Scindia Behauder, and his children, heirs and successors; settled on the part of the Honorable Company, by Captain Robert Close, by virtue of full powers to that effect vested in him by his Excellency the Most Noble Francis Marquis of Hastings, Knight of the Most Noble Order of the Garter, one of his Brittannic Majesty's Most Honorable Privy Council, Governor-General, appointed by the Honorable Company, to direct and control all their Affairs in the East-Indies, Commander in Chief of his Majesty's and the Honorable Company's Forces, &c. &c.; and on the part of his Highness Dowlut Rao Scindia, by Ram Chundur Bhaskur, duly empowered by his Highness to that effect.

A. D. 1817. Treaty with Dowlut Rao Scindia.

Whereas the British Government, and Maharajah Alijah Dowlut Rao Scindia Behauder, are mutually actuated by a desire to suppress the predatory power of the Pindarries, and to destroy and prevent the revival of the predatory system in every part of India; the following articles have been agreed on, for the purpose of giving effect to the mutual wishes of the two States.

ARTICLE I.

The contracting parties engage to employ the forces of their respective Governments, and of their Allies and dependents, in prosecuting operations against the Pindarries and any other bodies of associated freebooters, to expel them from their haunts, and to adopt the most effectual measures to disperse and prevent them from re-assembling. With this view, the forces of the two Governments and their respective Allies will immediately attack the Pindarries and their associates according to a concerted plan of operations, and will not desist until the objects of this engagement are entirely accomplished. The Maharajah further agrees to employ his utmost efforts to seize the persons of the Pindarry leaders and their families, and deliver them up to the British Government.

ARTICLE II.

The Pindarry hordes having established themselves in the territories of the Maharajah and other neighbouring States,

it is hereby agreed, that, on their expulsion, such of the lands occupied by them as heretofore belonged to the Maharajah, shall be immediately resumed by his Highness, who engages never to re-admit them to possession. Such of the lands now occupied by the Pindarries as belong to other States, shall be restored to their rightful proprietors provided they shall have exerted themselves to the extent required in expelling the Pindarries, and shall engage never to re-admit them, or in any way to connect themselves with those freebooters. Those lands shall otherwise be delivered over to Maharajah Dowlut Rao Scindia, and be held by him on the same conditions. A. D. 1817. Treaty with Dowlut Rao Scindia.

ARTICLE III.

Maharajah Dowlut Row Scindia hereby engages never to re-admit the Pindarries, or any other predatory bodies, into his territories, or in any manner to give them the smallest countenance or support, or to permit his officers to do so; on the contrary, his Highness promises to issue the most positive orders to all his officers, civil and military, and to enforce them by the severest penalties, to employ their utmost efforts to expel or destroy any bodies of plunderers who may attempt to take refuge in his Highness's territories. All officers disregarding his Highness's orders are to be considered and dealt with as rebels to the Maharajah, and enemies of the British Government.

ARTICLE IV.

Maharajah Dowlut Rao Scindia is the undisputed master of his own troops and resources. With a view, however, to the more effectual accomplishment of the objects of this treaty, his Highness agrees, that the divisions of his troops (which taken together shall amount to five thousand horse) employed in active operations against the Pindarries or other freebooters, shall act in concert with the British troops, and in conformity to the plan that may be counselled by the officer commanding the British divisions, with which his Highness's troops may be appointed to act in concert. With the same view, it is agreed, that a British officer shall be stationed with each division of the Maharajah's troops, to be the channel of communication between them and the British Commanding Officer; and to forward the other purposes of their conjunct operations, his Highness engages, that all his officers, civil and military, shall afford every degree of support and assistance in their powers, in procuring supplies or otherwise to the British troops operating in his territory; and any failure in this respect shall subject the offending party to be considered and treated as a rebel to his Highness and an enemy of the British Government.

ARTICLE V.

A. D. 1817 Treaty with Dowlut Rao Scindia.

Maharajah Dowlut Rao Scindia engages, that the divisions appointed to act in concert with the British troops shall be maintained in a state of complete equipment, both men and horses, and regularly paid. In order to provide effectually for the latter object, in such a manner as shall prevent all future discussions or disputes, his Highness consents to renounce, for the next three years, the payments now made by the British Government to him, as well as to certain members of his family and ministers of his Government, and that those sums shall be disbursed towards the payment of his Highness's troops, through the British officers stationed with them; and the British Government agrees, at the conclusion of the war, and after his Highness's troops shall have received what may be due to them, to pay any balance that may remain to his Highness. With the same view, the Maharajah Dowlut Rao Scindia likewise consents to relinquish, in the fullest manner, to the British Government, for a period of two years, the tribute which he is entitled to receive from the States of Joudpore, Boondee, and Kotah.

ARTICLE VI.

It is agreed, that the troops of Maharajah Dowlat Rao Scindia's cavalry, infantry, and artillery, shall occupy, during the war, such positions as shall be designated by the British Government, and shall not change them without the express concurrence of that Government, any unconcerted movements being calculated to derange the joint operations of the forces of the two States, and to give advantage to the enemy. It is also agreed, in order to ensure the due execution of the stipulation contained in this article, that the British Government shall be at liberty to station an officer in each of the divisions of the Maharajah's army above-mentioned.

ARTICLE VII.

The force that will be put in motion by the British Government, and that actually in the service of Maharajah Dowlut Rao Scindia, being fully sufficient to chastise the Pindaries, and effect the objects of the present Treaty, his Highness agrees, in order to prevent the possibility of collusion between his officers and the Pindarries, not to augment his forces during the war, without the concurrence of the British Government. His Highness expressly engages to prohibit his officers from admitting into the ranks of his army, or otherwise harbouring or protecting the Pindarries, or other freebooters; and all per-

sons neglecting or disobeying these orders, are to be considered and treated as rebels, to his Highness, and enemies of the British Government. A. D. 1817.

Treaty with Dowlat Rao Scindia.

ARTICLE VIII.

With a view to the more effectual prosecution of the joint operations of the two Governments, and to the facility and security of the communication of the British troops with their supplies, the Maharajah, reposing entire confidence in the friendship and good faith of the British Government agrees that British Garrisons shall be admitted into the forts of Hindia and Asseergurh, and shall be charged with the care and defence of those forts during the war, and shall have the liberty of establishing depôts within them. The flag of Dowlut Rao Scindia shall, however, continue to fly in the fort of Asseergurh, and his Highness shall be at liberty to station a Killadar, with a personal guard of fifty men, in the said fort; but it is clearly understood, that the actual command of that place as well as of Hindia, and the disposal of the warlike stores that may de found in those forts, shall be vested exclusively in the British commanding officers. Any part of those stores that may be damaged or expended while the forts in question are occupied by the British troops, shall be accounted for, and the value made good to his Highness. For the more effectual performance of this stipulation, inventories shall be taken by officers, on the part of both Governments, at the time of the occupation of the forts by the British Government. The present garrisons, with the exception above stated in regard to Asseerghur, shall move out of the forts. The Maharajah will thenceforward have no further concern with the sebundies of the garrisons, but his Highness's other troops, including the Paeegah, &c., shall encamp at such places as may be prescribed by the British officers, in conformity to the provisions of the sixth article. The territories depending on the forts above mentioned, will continue to be managed by the officers of the Maharajah, who will receive every support from the British Government and its officers. The whole, or such portion of the revenues as may be necessary, shall be appropriated to the payment of the Maharajah's troops acting in concert with the British divisions, as stipulated in the fifth article; and a faithful account of the whole shall be rendered to his Highness after the conclusion of the war. The two forts above-mentioned, and the territories dependent on them, will be restored to the Maharajah, as soon as the operations against the Pindarries, or their confederates, shall be brought to a termination, in the same condition, in which they may be delivered up to the Bri-

A. D. 1817. Treaty with Dowlut Rao Scindia.

tish Government. All private property will be respected: and the inhabitants of the towns or villages depending on the forts, will enjoy the protection of the British Government, or be permitted to depart with their property, if they think proper.

ARTICLE IX.

The main object of the contracting parties being to prevent for ever the revival of the predatory system in any form, and both Governments being satisfied that, to accomplish this wise and just end, it may be nessessary for the British Government to form engagements of friendship and alliance with the several States of Hindoostan, the eighth article of the Treaty of the 22nd of November 1805, by which the British Government is restrained from entering into treaties with certain chiefs therein specified, is hereby abrogated and annulled; and it is declared, that the British Government shall be at full liberty to form engagements with the States of Oodepore, Joudpore, and Kotah and with the State of Boondee, and other substantive States on the left bank of the Chumbul. Nothing in this article shall, however, be construed to give the British Government a right to interfere with States or chiefs in Malwa or Guzerat, clearly and indisputably dependent on or tributary to the Maharajah: and it is agreed, that his Highness's authority over those States or chiefs shall continue on the same footing as it has been heretofore. The British Government further agrees and promises, in the event of its forming any engagements with the above-mentioned states of Oodepore, Joudpore, Kotah and Boondee, or with any others on the left bank of the Chumbul, to secure to Dowlut Rao Scindia his ascertained tribute, and to guarantee the same in perpetuity, to be paid through the British Government: and Dowlut Rao Scindia engages, on his part, on no account or pretence whatever, to interfere in any shape in the affairs of those States, without the concurrence of the British Government.

ARTICLE X.

If (which God forbid) the British Government and the Maharajah shall be compelled to wage war with any other State, on account of such State attacking either of the contracting parties, or aiding or protecting the Pindarries or other freebooters, the British Government having at heart the welfare of Dowlut Rao Scindia, will, in the event of success, and of his Highness's zealous performance of his engagements, make the most liberal arrangements for the consolidation and increase of his territories.

ARTICLE XI.

A. D. 1817.

Treaty with Dowlut Rao Scindia.

Such parts of the Treaty of Surgee Anjengaum, and of the Treaty concluded on the 22d November 1805, as are not affected by the provisions of the present engagement, remain in full force, and are mutually binding on the contracting parties.

ARTICLE XII.

This treaty, consisting of twelve Articles, having this day been concluded, subject to the ratification of the Governor-General and the Maharajah Alijah Dowlut Rao Scindia, Captain Close engages to procure the ratification of the Governor-General in five days from this date, or sooner if possible; and Ram Chunder Bhaskur engages to obtain his Highness's ratification before sunset this evening.

Done at Gwalior, this 5th day of November, in the year of our Lord 1817, corresponding with the 24th day of Zehijj, 1232, of the Hijera, and with Buddee Yekadussa of the month of Aswin, in the year 1218 of the Arabic era.

Ratified by the Governor-General, in camp near Nuddee Ka Gong, on the 6th of November 1817.

No. LXIX.

SUPPLEMENT TO THE DEFINITIVE TREATY WITH THE GUICKWAR.

Dated the 6th November 1817.

A DEFINITIVE TREATY, consisting of seventeen Articles, in consolidation of all preceding engagements with the Guickwar State, was concluded at Baroda, between the Honorable English East-India Company and the Maharajah Anund Rao Guickwar Sena Khaskheyl Sumsheir Behauder, his heirs and successors, The following articles of engagement are now agreed on and settled, as supplemental to the said Treaty, by his Highness Futteh Sing Rao Guickwar, on the part of the said Maharajah Anund Rao Guickwar, and Captain James Carnac, on the part of the said Honorable Company, under full powers and authority granted to them respectively for that purpose.

A. D. 1817.

Supplement to the Difinitive Treaty with the Guickwar.

ARTICLE I.

Whereas it has appeared highly expedient, in order effectually to provide for the maintenance of the interests of the alliance in Guzerat, and for the protection of the

A. D. 1817.

Supplement to the Definitive Treaty with the Guickwar.

Guickawar dominions, that additional means to those provided by the third article of the Definitive Treaty dated 21st April 1805, corresponding with 20th Mohurrum 1220 Hijeree or Sumbut 1861, in the month of Chyte, should be furnished by the Honorable Company, the Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder agrees to receive, and the Honorable East-India Company to furnish, an increase to the present Subsidiary Force of one battalion of native infantry, of not less than one thousand men, with two regiments of Native Cavalry of the same strength and complement as the cavalry regiment belonging to the Poona subsidiary Force: and the Maharajah further engages to the admission and residence in the Guickwar territories of any number of British troops in excess to the Subsidiary Force, his Highness being liable to no additional charge on this account.

ARTICLE II.

The Subsidiary Force will at all times be ready to execute the services expressed in the fourth Article of the Treaty dated 21st April 1805, corresponding with 20th Mohurrum 1220 Hijera, or Sumbut 1861, in the month of Chyte; and in the event of war breaking out with any of the Powers of India, it is agreed, conformably to the twelfth Article of the aforesaid Treaty, that, with the reserve of a battalion of Native Infantry to remain near the person of the Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder, or such a proportion as may appear necessary for the security of Guzerat, the residue of the Subsidiary Force, now composed of four battalions of Native Infantry of one thousand men each battalion, or five battalions of eight hundred men, and two regiments of Native Cavalry with one company of European Artillery, with their proportion of Gun-Lascars, with the necessary ordnance and warlike stores and ammunition, shall be immediately put in motion for the purpose of opposing the enemy.

ARTICLE III.

For the regular payment of the expense of the augmentation of the Subsidiary Force, as stipulated in the first Article of this engagement, his Highness Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder hereby assigns and cedes in perpetuity to the Honorable English East-India Company, all the rights which his Highness has obtained from the perpetual farm of the Peishwah's territories subject to the city of Ahmedabad, as secured by the fifteenth Article of the Treaty of Poona, dated 13th June 1817 A. D., corresponding with the 27th Rujub 1232

A. D. 1817.

Supplement to the Definitive Treaty, with the Guickwar.

Hijeree, or Sumbut 1873, in the month of Jeyst, it being distinctly understood that the engagements to his Highness the Peishwah, contingent on the farm of the said territories, are to be performed by the Honorable Company and no claim of any description on such account is at any time to be preferred against the Guickwar Government. The territories comprehended in the farm of Ahmedabad are detailed in the Schedule B.* annexed to this Treaty.

ARTICLE IV.

Inasmuch as the pergunnahs belonging to the Honorable Company of Dubhoe, Bahaderpore and Sowlee, from their proximity to Baroda, are peculiarly valuable to the Guickwar Government, it is accordingly agreed, that these districts be made over in perpetuity and full sovereignty to his Highness Anund Rao Guickwar, his heirs and successors, and that his Highness assigns for ever in full sovereignty his share of the city of Ahmedabad, with the exception hereafter specified, and a proportion of the Guickwar's share of the Pitlaud district contiguous to the Company's territories in perpetuity, and with all the rights of sovereignty thereof, in exchange for the aforesaid districts belonging to the Honorable Company, the territories of each party being received at the revenues specified in the annexed Schedule C, his Highness Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder having retained possession of the fort or Havellie in the city of Ahmedabad, and its dependant possessions, known under the denomination of the Duscorae, it is further agreed and determined that his Highness only maintains a force in the said Havillie sufficient for the purposes of revenue collections and police, and that his Highness's servants in the Havillie will conduct themselves with strict regard to the rules and regulations within the city of Ahmedabad of the Company's Government. The Honorable Company, on the other hand, hereby promises, that every proper accommodation shall be afforded from the public authorities in the city to the servants of his Highness Anund Rao Guickwar Sena Khaskheyl Shumshier Behauder, residing at or stationed in the said Havillie, as well as that all persons or troops subject to his Highness's authority at the Havillie of Ahmedabad, or the Guickwar Duscorae, shall not be amenable to the laws of the British Government, but made subject to his Highness's authority, who hereby agrees to afford satisfaction to the local Authorities of the Honorable Company, of adequate punishment, according to his laws, for any misconduct of his servants and dependants within the city of Ahmedabad. In consideration of

* See page.

A.D. 1817. Supplement to the Definitive Treaty, with the Guickwar.

the good-will and friendship which have so long happily subsisted between the Honorable Company and the Guickwar Government, such goods and articles as may be *bona fide* required for the private use or consumption of that family, or of the Ministers, shall be allowed to be purchased at Ahmedabad, and to be sent from thence free of duties, on being accompanied by a passport from the Resident at Baroda.

ARTICLE V.

Whereas, by the exchange of districts stipulated in the foregoing Article, great advantages are derived in territorial extent and population from the possession of Dubhoe, Bahaderpore and Sowlee, his Highness Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder, adverting to this benefit, agrees to assign territory in the vicinity of Surat, or from his portion of the pergunnah of Pitlaud, in exchange for the Mogullae claims of the Honorable Company, in virtue of its possession of the Castle of Surat, in the districts belonging to the Guickwar in the province termed Surat Attaveesy.

ARTICLE VI.

By Schedule A.* to the Definitive Treaty, Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder ceded in perpetuity to the Honorable Company, for the expenses of a Subsidiary Force, certain districts, with all the rights of sovereignty and produce thereof, and all the forts they contain; of which districts the pergunnah of Bejapore has been exchanged for other districts of equal produce, as particularized in a separate list annexed hereto; conformably to which Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder engages to transfer in perpetuity, all rights of sovereignty over those districts, and all the forts which they contain, to the Honorable Company; and the Honorable Company agrees to restore for ever the whole right of sovereignty over the district of Bejapore and the forts which it contains, to Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder. And whereas, in consideration of the Maharajah having consented to the exchange of the district of Bejapore, the Honorable Company do promise that they will not apply in future to the Maharajah, his children, heirs, or successors, for the exchange of any of the districts ceded by the Definitive Treaty bearing date the 21st day of April 1805, corresponding with 20th Mohurrum, 1220 Hijeree, or Sumbut 1861, in the month of Chyte, or of the other districts now exchanged for Bejapore, or for the exchange of any territory whatever.

* See page 158.

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ARTICLE VII.

Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder having represented to the Honorable Company, that on the island of Bate, and in the province of Okamundel, there are two places of Hindoo religious worship and devotion, and that the Guickwar Government should be put in possession of these places, and the Honorable English East India Company being disposed to comply with the earnest desire of the Maharajah, the province of Okamundel and the island of Bate, with all the rights of sovereignty thereof and all the forts they contain, are accordingly given to the Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder, his heirs or successors, in perpetuity; and the Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder promises to allow, in perpetuity, a building on the island of Batè to the Honorable Company, for depositing stores, free of any claim for tax or otherwise, and consents that all vessels, boats, servants, subjects, &c., belonging to the Honorable Company, as well as merchant vessels from the Honorable Company's ports, as may frequent any of the ports and places within the province of the Guickwar Government, shall pass and repass without hindrance: and the Honorable Company, on the other hand, agrees that all vessels, boats, servants, subjects, &c. belonging to the Guickwar Government, as well as merchant vessels from the ports of the Guickwar Government, as may frequent the Honorable Company's ports, shall also pass and repass without hindrance. The Maharajah moreover promises, that the person who may reside in charge of the Honorable Company's stores shall meet with no molestation whatever, and be treated with all due consideration.

ARTICLE VIII.

Whereas, by the second clause of the twelfth Article of the Treaty of the 21st April 1805, corresponding with 20th Mohurrum 1220 Hijeree, or Sumbut 1861, in the month of Chyte, the Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder has stipulated to furnish his troops to act with the British forces on any exigency, his Highness hereby further engages, in case of war, to bring forward the whole of the military resources for the prosecution of the war. The Honorable Company, on the other hand, agrees to take into consideration and determine with the pretensions of the Guickwar Government, to benefit by any future partition of territory acquired in foreign wars. The Guickwar Government also binds itself to maintain and hold at the disposal of the Hono-

A. D. 1817. Supplement to the Definitive Treaty, with the Guickwar.

rable Company, to act with the Subsidiary Force wherever it may be employed, and to be subject to the general command of the officer commanding the British troops, a body of three thousand effective cavalry, to be supported exclusively at the expense of his Highness the Guickwar; and that his Highness will conform to the advice and suggestion of the British Government, relative to the formation and equipment of the contingent of horse, its regular monthly payment, the condition of its arms and accoutrements, according to the customs of the Guickwar Government. Its muster to be personally taken by the head of the Guickwar Government, and at the time of its payment on the day of the new moon in every month, the Guickwar Government and the Resident at Baroda will also take the muster thereof; or if the force is dispatched from Baroda on service, the officer who will be nominated by the Guickwar Sircar to its command, and the officer who proceeds in command of the Honorable Company's troops, shall jointly take the muster, agreeably to the aforesaid agreement made in that respect.

ARTICLE IX.

The contracting parties being actuated by a sincere desire to promote and maintain the general tranquillity and order of their respective possessions, and adverting to the intermixture of some of the territories belonging to the Honorable Company and the Maharajah Anund Rao Guickwar Sena Khaskheyl Shumsheir Behauder, it is therefore hereby agreed, that offenders taking refuge in the jurisdiction of either party shall be surrendered on demand, without delay or hesitation.

ARTICLE X.

All Articles of the Definitive Treaty at Baroda, dated the 21st April 1805, corresponding with the 20th Mohurrum 1220 Hijeree, or Sumbut 1861, in the month of Chyte, not contrary to the present engagement, are hereby confirmed.

ARTICLE XI.

This Supplemental Treaty, consisting of eleven Articles, being this day, the 6th November 1817, corresponding with the 25th Jil hij 1232 Hijeree, or Sumbut 1873, in the month of Asrouin, settled and concluded at Baroda, to be binding and permanent, when ratified by his Excellency the Most Noble the Marquis of Hastings, K. G., Governor-General in Council.

Memorandum. This Treaty was ratified by his Excellency the Governor-General, in camp at Massowly, the 12th day of March 1818.

Dr.... Schedule C., or Statement of Districts, with the Revenues of each, Exchanged with the Guicowar Government including the Exchange of the Purgunnah of Beejapoor, as set forth in Article 6th of the Supplemental Treaty.. Cr...

To Beejapoor & Tuppa Summow of Kurree.....	1,66,647	1	..	By Cupperbund.	52,600		
,, Dubhoy.....	2,07,918	2	20	,, Bhaliz.....	40,000		
,, Bhadderpoor.....	14,377	1	32	,, Kurode	60,000		
,, Sowlee.....	75,3 3	..	..	,, 3 Villages of Subhangee Pole, vizt. Sundanah of Pitlaud Pergunnah, Antrolee of Mater Pergunnah and Wasna of Mondeh Pergunnah..... }	5,047	1	
,, Moghullae Dues of the Surat Attaveesy..	75,763	1	25	,, Kunnege Village of Ahmedabad Duscoroe Pergunnah.....	5,000		
The amount of Killadaree Baubut be collected by the Kaira Collector from the Jaghire Villages of Sundana, Antrolee and Wasna of Subhangee Pole which was not deducted from the amount at which these villages were ceded to the Hon'ble Company.....	1,652	..	..			1,66,647	1 ..
The amount of Syed Poona village, ceded by Guicowar Government with the uscoroe.....	1,800			,, City of Ahmedabad.....		1,65,313	3 07
Proportion of increase of 20,000 Rupees on 56,000 Rupees of Duscoroe as explained by the 17th Paragraph of a letter of the 15th June 1818..... 642	2,442	..	..	,, Pergunnah Admedabad Duscoroe and Havellee..		1,86,000	.. ..
				,, Turkeyser and Mota Cusba of Surat Attaveesy.....	29.641		
				Deduct therefrom Moghullae.....	1,007		
The amount of Dhurmada Sungur, being charities of the Ahmedabad Duscoroe.....	1,824	..	81		28,634 is		
Cusba Town of Pitlaud and Sayer of the district.....	32,890	2	31	,, Settled in favor of the Hon'ble Company for....		27,996	2 51
				,, Moghullae of Mota Cusba of Surat Attaveesy....		1,007	.. ..
	5,78 848	..	89	,, Cusba Town of Omrut.....		34,001	.. ..
Balance to be made up to the Guicowar by the transfer of a village in Pitlaud or the Surat Attaveesy.....	2,117	1	69				
Rupees....	5,80,965	2	58	Rupees....		5,80,965	2 58

No. LXX.

ENGAGEMENT WITH AMEER KHAN.

Dated November 1817.

ENGAGEMENT between the Honorable English East-India Company and Nawaub Umeer-oo-doula Mohummud Ameer Khan, concluded by Mr. Charles Theophilus Metcalfe on the part of the Honorable Company, in virtue of full powers from his Excellency the Most Noble the Marquis of Hastings, K.G, Governor-General, and by Lalla Nurunjun Lal, on the part of the Nawaub, in virtue of full powers from the said Nawaub.

ARTICLE I.

A. D. 1817. Engagement with Ameer Khan.

The British Government guarantees to Nuwaub Ameer Khan and his heirs, in perpetuity, the possession of the places which he holds in the territories of Maharajah Holkar, under grants from the said Maharajah, and the British Government takes those possessions under its protection.

ARTICLE II.

Nuwaub Ameer Khan will disband his army, with the exception of such a portion as may be requisite for the internal management of his possessions.

ARTICLE III.

Nawaub Ameer Khan will not commit aggressions in any country. He will relinquish his connexion with the Pindaries and other plunderers, and will moreover co-operate, to the utmost of his power, with the British Government, for their chastisement and suppression. He will not enter into negociations with any person whatever, without the consent of the British Government.

ARTICLE IV.

Nawaub Ameer Khan, will deliver up to the British Government all his guns and military equipments, with the exception of such a portion as may be requisite for the internal management of his possessions and the defence of his forts, and shall receive in exchange an equitable pecuniary compensation.

ARTICLE V.

The force which Nawaub Ameer Khan may retain shall attend at the requisition of the British Government,

ARTICLE VI.

A. D. 1817. Engagement with Ameer Khan.

This engagement of six Articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Lalla Nurunjun Loll, the ratifications of the same by his Excellency the Most Noble the Governor General and Nawaub Ameer Khan shall be delivered at Delhi, within one month from the present date, November 1817.

No. LXXI.

TREATY WITH THE RAJAH OF KEROWLEE.

Dated the 9th November 1817.

A. D. 1817. Treaty with the Rajah of Kerowlee.

Treaty between the Honorable English East-India Company and Maharajah Judkool Chunderbhal Hurbukshpal Deo, Rajah of Kerowlee, concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honorable Company, in virtue of full powers from his Excellency the Most Noble the Marquis of Hastings, K. G., Governor-General, &c., and by Heer Uttee-koolla, on the part of the Rajah, in virtue of full powers from the said Rajah.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the British Government on the one hand, and the Rajah of Kerowlee and his descendants on the other.

ARTICLE II.

The British Government takesunder its protection the dominions of the Rajah of Kerowlee.

ARTICLE III.

The Rajah of Kerowlee acknowledges the supremacy of, and will co-operate with, the British Government for ever. He will not commit aggressions on any one. He will not enter into negociations with any one, without the consent of the British Government. If, by chance, any dispute arise with any one, it shall be submitted to the arbitration and award of the British Government. The Rajah is absolute ruler of his own dominions, and the British jurisdiction shall not be introduced therein.

ARTICLE IV.

A. D. 1817.

Treaty with the Rajah of Kerowlee.

The British Government spontaneously remits to the Rajah and his descendants the tribute which the Rajah used to pay to the Peishwah, and which has been ceded by the Peishwah to the British Government,

ARTICLE V.

The Raja of Kerowlee shall furnish troops, at the requisition of the British Government, according to his means.

ARTICLE VI.

The present treaty, of six Articles, having been settled at Delhi and signed and sealed by Mr. Charles Theophilus Metcalfe and Meer Utteekoolla, the ratification of the same by his Excellency the Most Noble the Governor-General and the Maharajah of Kerowlee, shall be delivered at Delhi, within one month from the present date, November 9th 1817.

No. LXXII.

ENGAGEMENT WITH THE RAJAH OF SIMPTHUR,

Dated the 12th November 1817.

A. D. 1817.

Engagement with the Rajah of Simpthur.

Engagement concluded between the British Government and Rajah Runjeet Sing of Simpthur.

Whereas Rajah Runjeet Sing, Rajah of Simpthur, with a view to obtain the powerful protection of the British Government, presented on the 22nd of February 1805, corresponding with the 3d of Phagoon 1216 Fussly, to Colonel John Baillie, then Agent to the Governor-General in the province of Bundlecund, a Wajib-ool-arz, or paper of requests, containing six distinct Articles, all of which were either complied with or answered; and whereas circumstances occurred, some time afterwards, to prevent that preliminary arrangement from terminating in a definitive treaty between the Honorable Company and the Rajah Runjeet Sing; and whereas the Rajah, having since repeatedly and earnestly solicited to be placed under the protection of the British Government, and having, on several occasions, manifested his loyalty and attachment to it, both by professions and acts; the British Government, relying on the continu-

ance of those sentiments, and on the Rajah's strict adherence to whatever engagements he may form on the basis of a more intimate union of his interests with those of the Honorable Company, has now acceded to the Rajah's request, and the following Articles of a Treaty of Alliance is accordingly constructed between the British Government and Rajah Runjeet Sing, his heirs and successors. A. D. 1817 Engagement with the Rajah of Simpthur.

ARTICLE II.

Rajah Runjeet Sing, Rajah of Simpthur, being hereby admitted among the allies of the British Government, engages to consider the friends of that Government as his friends, and its enemies as his enemies. He further engages to give no molestation to any Chief or State in amity with the British Government, but considering all persons who may be disaffected to that Government as his own enemies, he promises to afford no protection to them or their families in his country, to hold no intercourse with them whatever, and to use every means in his power to seize and deliver them up to the officers of the British Government.

ARTICLE II.

The British Government, with a view to confirm the attachment and fidelity of the Government of Simpthur, hereby guarantees to Rajah Runjeet Sing, his heirs and successors, the territory actually possessed by him at the period of the establishment of the British Government in Bundlecund, and now in his occupation, and the British Government hereby agrees to protect and defend the same from the aggressions of any foreign power.

ARTICLE III.

The British Government having, by the terms of the foregoing Article, engaged to protect the Rajah of Simpthur from the aggressions of any foreign power, it is hereby agreed between the contracting parties, that whenever the Rajah shall have reason to apprehend a design on the part of any foreign power to invade his territories, whether in consequence of any disputed claim or on any other ground, he shall report the circumstances of the case to the British Government, which will interpose its mediation for the adjustment of such disputed claim; and the Rajah, relying on the justice and equity of the British Government, agrees implicitly to abide by its award. If the apprehended aggression shall be referable to any other cause, the British Government will endeavour, by representation and remonstrance, to avert the design; and if notwithstanding the Rajah's acquiescence in the award of the British Government, the

A. D. 1817. Engagement with the Rajah of Simpthur.

other powers shall persist in its hostile designs, and the endeavour of the British Government should fail of success, such measures will be adopted for the protection of the Rajah's territories, as the circumstances of the case may appear to require.

ARTICLE IV.

In consideration of the guarantee and protection extended by the two foregoing Articles to the Rajah of Simpthur, the Rajah hereby binds himself, at his own expence, to employ his troops, whenever required to do so, in co-operation with those of the British Government, on all occasions in which the interests of the two Governments may be mutually concerned. On all such occasions, the Simpthur troops shall act under the orders and controul of the Commanding Officer of the British troops.

ARTICLE V.

If at any time, the Rajah of Simpthur shall have any claim or cause of complaint against any of the Rajahs or Chiefs alluded to, or dependent on the British Government, the Rajah engages to refer the case to the arbitration and decision of that Government, and to abide by its award, and on no account to commit aggression against the other party, or to employ his own force for the satisfaction of such claim; or for the redress of the grievance of which he may complain. On the other hand, the British Government engages to withhold its allies or dependents from committing any aggression against the Rajah of Simpthur, and to arbitrate any demand they may have upon the Rajah of Simpthur, according to the strict principles of justice, the Rajah on his part agreeing implicitly to abide by its award.

ARTICLE VI.

The Rajah of Simpthur engages at all times to employ his utmost exertions in defending the roads and passes of his country against any enemies or predatory bodies, who may attempt to penetrate through it into the territories of the Honorable Company.

ARTICLE VII.

Whenever the British Government may have occasion to send its troops through the dominions of the Rajah of Simpthur, or to station a British force within his territories, it shall be competent to the British Government so to detach or station its troops, and the Rajah of Simpthur shall give his consent accordingly. The commander of the British troops

which shall thus eventually pass through, or permanently occupy a position within the Rajah's territories, shall not in any manner interfere in the internal concerns of the Rajah's Government. Whatever materials or supplies may be required for the use of the British troops during their continuance in the Rajah's territories, shall be readily furnished by the Rajah's officers and subjects, and shall be paid for at the price-current of the Bazar. A. D. 1817. Engagement with the Rajah of Simpthur.

ARTICLE VIII.

The Rajah engages never to engage in his service any British subject or European, of any nation or description whatever without the consent of the British Government.

ARTICLE IX.

The Rajah of Simpthur hereby binds himself to maintain no correspondence with foreign States, without the privity and consent of the British Government.

ARTICLE X.

The Rajah engages to give no asylum to criminals, nor to defaulters of the British Government, who may abscond and take refuge within his territory: and should the officers of the British Government be sent in pursuit of such criminals and defaulters, the Rajah further engages to afford such officers every assistance in his power in apprehending them.

ARTICLE XI.

This Treaty, consisting of eleven Articles, having this day been concluded between the British Government and Rajah Runjeet Sing, the Rajah of Simpthur, through the agency of John Wauchope Esquire, in virtue of powers delegated to him by the Most Noble the Governor-General, on the one part, and Daree Sing, Vakeel of the said Rajah, on the other, Mr. Wauchope and the Vakeel have signed and sealed two copies of this Treaty, in English, Persian, and Hindoo, one of which, after being ratified by the seal and signature of the Most Noble the Marquis of Hastings, Governor-General, will be delivered to-morrow to the said Vakeel, and the said Vakeel having obtained the ratification of the Rajah to the other copy, engages to deliver it within the same time to Mr. Wauchope.

Signed, sealed, and exchanged at Terauf, on the 12th day of November 1817, corresponding with the 18th Kartick 1874 Sumbut, and 2d of Mohurrum 1833 Hijree.

Memorandum. Ratified by his Excellency the Governor-General, in Camp, near Talgong, on the 13th day of November 1817.

No. LXXIII.

TREATY WITH THE SUBADAR OF JHANSI,

Dated the 17th November 1817.

Treaty with Rao Ram Chund, the Minor Subadar of Jhansi.

A. D. 1817.

Treaty with the Subadar of Jhansi.

Whereas, a Treaty of Defensive Alliance was concluded between the British Government and the late Sheo Rao Bhow, Subadar of Jhansi, under date the 6th of February 1804, or 10th of Phagoon Boodee 1860 Sumbut, when the said Subadar was in the condition of a tributary to his Highness the Peishwah; and whereas the whole of the rights of his Highness the Peishwah over the principality of Jhansi have since that period been transferred to the British Government, in virtue of the Treaty concluded between the Government and the Peishwah, under date the 13th June 1817, corresponding with the 14th Assar 1874 Sumbut, and in consequence of that transfer, the relations established by the former Treaty between the British Government and Jhansi have become virtually extinct; and whereas the British Government, in consideration of the very respectable character borne by the late Subadar, Sheo Rao Bhow, and his uniform and faithful attachment to the British Government, and in deference to his wish expressed before his death, that the principality of Jhansi might be confirmed in perpetuity to his grandson, Ram Chund Rao, to be conducted during the minority of the said Rao Ram Chund Rao, by Rao Gopaul Rao Bhow, manager nominated by the late Bhow, and confirmed by the British Government; on these considerations and in the confident reliance of the continuation of the same friendly disposition on the part of the Government of Jhansi, and of its strict adherence to the engagements comprized in this Treaty, the British Government has consented, on certain conditions, to constitute Rao Ram Chund, the hereditary chief of the lands actually held by the late Rao Shew Bhow, at the commencement of the British Government in Bundlecund and now possessed by the Government of Jhansi. The following Articles have accordingly been concluded between the British Government and Rao Ram Chund Rao, under the direction and with the concurrence of his said manager, Gopaul Rao Bhow.

ARTICLE I.

The Treaty concluded between the British Government and the late Sheo Rao Bhow, under date the 6th of February 1804, or 10th of Phagoon Boodee 1860 Sumbut, is

hereby confirmed; excepting such parts as are altered or rescinded by the provisions of this Treaty A. D. 1817

Treaty with the Subadar of Jhansi.

ARTICLE II.

The British Government, with a view to confirm the fidelity and attachment of the Government of Jhansi, consents to acknowledge, and hereby constitutes Rao Ram Chund, his heirs and successors, hereditary rulers of the territory enjoyed by the late Rao Sheo Bhow, at the period of the commencement of the British Government, and now in the possession of Rao Ram Chund; excepting the purgunnah of Mote, which being held by the Jhansi Government in mortgage from Rajah Behauder, will continue on its present footing, until a settlement of the mortgage takes place between the parties. The British Government further engages to protect the aforesaid territory of Rao Ram Chund from the aggression of foreign powers.

ARTICLE III.

The British Government having by the terms of the foregoing Article, engaged to protect the principality of Jhansi from the aggressions of foreign powers, it is hereby agreed between the contracting parties, that whenever the Government of Jhansi shall have reason to apprehend a design on the part of any foreign power to invade its territories, whether in consequence of any disputed claim or any other ground, it shall report the circumstances of the case to the British Government, which will interpose its mediation for the adjustment of such disputed claims; and the Jhansi Government, relying on the justice and equity of the British Government, agrees implicitly to abide by its award. If the apprehended aggression shall be referable to any other cause, the British Government will endeavour, by representations and remonstrances, to avert the design; and if, notwithstanding the Subadar's acquiescence in the award of the British Government, the other power shall persist in its hostile designs, and the endeavours of the British Government should fail of success, such measures will be adopted for the protection of the Subadar's territories, as the circumstances of the case may appear to require.

ARTICLE IV.

In consideration of the guarantee and protection afforded by the two foregoing Articles to Rao Ram Chund, the chief of Jhansi, that chief hereby binds himself to employ his troops at his own expense, wherever required to do so, in co-operation with those of the British Government, on all

A. D. 1817 occasions in which the interests of the two Governments may be mutually concerned. On all such occasions, the Jhansi troops shall act under the orders and controul of the commanding officer of the British troops.

Treaty with the Subadar of Jhansi

ARTICLE V.

Rao Ram Chund hereby agrees to submit to the arbitration of the British Government all his disputes between other States, and implicitly to abide by its award.

ARTICLE VI.

Rao Ram Chund engages at all times to employ his utmost exertions in defending the roads and passes of his country against any enemies or predatory bodies who may attempt to penetrate through it into the territories of the Honorable Company.

ARTICLE VII.

Whenever the British Government may have occasion to send its troops through the dominions of Rao Ram Chund or to station a British force within his territories, it shall be competent to the British Government so to detach or station its troops, and Rao Ram Chund shall give his consent accordingly. The commander of the British troops which may thus eventually pass through or permanently occupy a position within the Jhansi territories, shall not in any manner interfere in the internal concerns of the Jhansi Government. Whatever materials or supplies may be required for the use of the British troops during their continuance in the Jhansi territories, shall be readily furnished by Rao Ram Chund's Officers and subjects, and shall be paid for at the price-current of the bazar.

ARTICLE VIII.

Rao Ram Chund hereby binds himself to maintain no correspondence with foreign States, without the privity and consent of the British Government.

ARTICLE IX.

Rao Ram Chund engages to give no asylum to criminals nor to defaulters of the British Government, who may abscond and take refuge within his territories; and should the officers of the British Government be sent in pursuit of such criminals and defaulters, Rao Ram Chund further engages to afford such officers every asssistance in his power in apprehending them.

ARTICLE X.

This Treaty, consisting of ten Articles, having this day been concluded between the British Government and Rao Ram Chund, through the agency of John Wauchope esq., in virtue of powers delegated to him by the Most Noble the Governor-General, on the one part, and Narran Bulwunt Rao, the Vakeel, on the other, Mr. Wauchope and the said Vakeel have signed and sealed two copies of the Treaty, in English, Persian, and Hindee, one of which after being ratified by the seal and signature of the Most Noble the Marquis of Hastings, Governor-General, will be returned to the said Vakeel, and the said Vakeel having obtained the ratification of the Subadar to the other copy, engages to deliver it within the same time to Mr. Wauchope. A. D. 1817. Treaty with the Subadar of Jhansi.

Signed, sealed, and exchanged at Pipree, on the 17th day of November 1817, corresponding with the 24th Kartick 1874 Sumbut, and 7th of Mohurrum 1233 Hijeræ.

Memorandum. Ratified by His Excellency the Governor-General, in Camp at Pipree, on the 18th day of November 1817.

No. LXXIV.

TREATY WITH THE RAJAH OF KOTA.

Dated the 26th December 1817.

TREATY between the Honorable the English East-India Company on the one part, and Maha Rao Omed Sing Behauder, the Rajah of Kota, and his heirs and successors through Raj Rana Zalim Sing Behauder, the administrator of the affairs of that principality, on the other. Concluded on the part of the Honorable English East-India Company, by Mr. Charles Theophilus Metcalfe, in virtue of full powers, granted to him by his Excellency the Most Noble the Marquis of Hastings, K. G. Governor-General, and on the part of Maha Rao Omed Sing Behauder, by Maha Rajah Sheodaun Sing, Sah Jeewun Ram, and Lala Hool Chund, in virtue of full powers granted by the Maha Rao aforesaid, and his administrator the abovementioned Raj Ranah.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interest between the British Government on the one hand, and Maha Rao Omed Sing Behauder and his heirs and successors on the other, A. D. 1817. Treaty with the Rajah of Kota.

ARTICLE II.

A. D. 1817. The friends and enemies of either of the contracting parties shall be the same to both.

Treaty with the Rajah of Kota.

ARTICLE III.

The British Government engages to take under its protection the principality and territories of Kota.

ARTICLE IV.

The Maha Rao, and his heirs and successors, will always act in subordinate co-operation with the British Government, and acknowledge its supremacy; and will not, henceforth, have any connexion with the Chiefs and States with which the State of Kota has been heretofore connected.

ARTICLE V.

The Maha Rao, and his heirs and successors, will not enter into negociations with any Chief or State without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

ARTICLE VI.

The Maha Rao, and his heirs and successors, will not commit aggressions on any one: and if any dispute accidentally arise with any one, proceeding either from the acts of the Maha Rao or acts of the other party, the adjustment of such dispute shall be submitted to the arbitration of the British Government.

ARTICLE VII.

The tribute heretofore paid by the principality of Kota to the Mahratta chiefs (for instance, the Peishwah, Scindia, Holkar, and Powar) shall be paid at Delhi to the British Government, for ever, according to the separate Schedule annexed.

ARTICLE VIII.

No other power shall have any claim to tribute from the principality of Kota; and if any one advance such a claim, the British Government engages to reply to it.

ARTICLE IX.

The troops of the principality of Kota, according to its means, shall be furnished at the requisition of the British Government.

A. D. 1817.
Treaty with the Rajah of Kota.

ARTICLE X.

The Maha Rao, and his heirs and successors, shall remain absolute rulers of the country, and the civil and criminal jurisdiction of the British Government shall not be introduced in that principality.

ARTICLE XI.

This Treaty, of eleven Articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe on the one part, and Maha Raja Sheodaun Sing, Sah Jeewan Ram, and Lala Hool Chund on the other, the ratifications of the same by his Excellency the Most Noble the Governor-General and Maha Rao Omed Sing, and his administrator Raj Ranah Zalim Sing, shall be exchanged within a month from this date.

Done at Delhi, the 26th day of December, A. D. 1817.

SUPPLEMENTARY ARTICLE.

The contracting parties agree, that after Maha Rao Omed Sing, the Rajah of Kota, the principality shall descend to his eldest son and heir apparent, Maha Raj Koowar Kishour Sing, and his heirs, in regular succession and perpetuity, and that the entire administration of the affairs of the principality shall be vested in Raj Ranah Zalim Sing, and after him in his eldest son, Kooar Madhoo Sing, and his heirs, in regular succession, in perpetuity.

Concluded at Delhi, the 20th day of February, 1818.

No. LXXV.

TREATY WITH MULHAR RAO HOLKAR.

Dated the 6th January 1818.

TREATY of Peace between the Honorable the East-India Company and His Highness Maharajah Mulhar Rao Holkar, his heirs and successors, settled by Brigadier-General Sir John Malcolm, K. C. B, and K. L. S., Political Agent to the Most Noble the Governor-General, on the part of the Honorable East-India Company, and Tantiah Jogh on the part of his Highness Mulhar Rao Holkar. The said Brigadier-General Sir John Malcolm acting under authority from his Excellency Lieutenant-General Sir Thomas Hislop, Baronet, Commander-in-Chief of the Army of Fort St. George and of the Army in the Deccan, himself invested with full powers and authority from the Most Noble Francis Marquis of Hastings, K. G., one of his Britannic Majesty's Most Honorable Privy Council, Governor-General in Council, appointed by the Honorable Company to direct and controul all the affairs in the East Indies, and the said Tantiah Jogh, duly invested with full powers on the part of his Highness Mulhar Rao Halkar.

ARTICLE I.

A. D. 1818. Treaty with Mulhar Rao Holkar.

Peace being established with the Maharajah Mulhar Rao Holkar, the Company's Government agree, that it will not permit any State or any freebooter to be unpunished, that shall commit any outrage or hostility against the territories of the Maharajah Mulhar Rao Holkar, the Maharajah agreeing on such occasions to lend his utmost assistance, by the employment of his troops, or in any other manner, as may be requisite; and the British Government will at all times extend the same protection to the territories of Maharajah Mulhar Rao Holkar as to its own.

ARTICLE II.

Maharajah Mulhar Rao Holkar agrees to confirm the engagement which has been made by the British Government with the Nawaub Ameer Khan, and to renounce all claims whatever to the territories guaranteed in the said engagement by the British Government to the Nawaub Ameer Khan and his heirs.

ARTICLE III.

A. D. 1818. Treaty with Mulhar Rao Holkar.

The purgunnahs of Patchpaar, Dag, Gungrar, and Aoor, and others rented by Rajah Zalim Sing of Kota, to be ceded in perpetuity to that chief by the Maharajah Mulhur Rao Holkar who renounces all claims whatever on these purgunnahs.

ARTICLE IV.

Maharajah Mulhar Rao Holkar agrees to cede to the British Government all claims of tribute and revenues of every description which he has, or may have had upon the Rajpoot Princes, such as the Rajahs of Oudepore, Jypore, Joudpore, Kota, Boondee, Kerrowlee, &c.

ARTICLE V.

Mulhar Rao Holkar renounces all right and title to any territories, such as Rampoora, Busunt, Rajepoorah, Belleah, Neemseraee, Judegurh, Boondee, Lackharrie, Saumindah, Bamamgaum, Daee, and other places within, or north of the Boondee Hills.

ARTICLE VI.

Maharajah Mulhar Rao Holkar cedes to the British Government all his territories and claims of every description whatever, within and south of the Sautpoorah range of hills, including the fort of Sindwah, with a glacis of two thousand yards, also all his possessions in the province of Candeish, and those districts, such as Amber, Ellorah, and others, intermixed with the territories of the Nizam and the Peishwah.

ARTICLE VII.

In consideration of the cessions made by this treaty, the British Government binds itself to support a field force, to maintain the internal tranquillity of the territories of Mulhar Rao Holkar, and to defend them from foreign enemies. This force shall be of such strength as shall be judged adequate to the object. It shall be stationed where the British Government determines to be best, and the Maharajah Mulhar Rao Holkar agrees to grant some place of security as a depôt for its stores.

ARTICLE VIII.

The Maharajah grants full permission for the purchase of supplies of every description, for any British force acting

A. D. 1818. Treaty with Mulhar Rao Holkar.

in the defence of his territories: grain and all other articles of consumption and provisions, and all sort of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of such force, shall be exempted from duties.

ARTICLE IX.

Maharajah Mulhar Rao Holkar engages never to commit any act of hostility or agression against any of the Honorable Company's allies or dependants, or against any other Power or State whatever. In the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall have the Maharajah's entire acquiescence. The Maharajah agrees not to send or receive Vakeels from any other State, or to have communication with any other State except with the knowledge and consent of the British Resident.

ARTICLE X.

The British Government hereby declares, that it has no manner of concern with any of the Maharajah's children, relations, dependants, subjects, or servants, with respect to whom the Maharajah is absolute.

ARTICLE XI.

Maharajah Mulhar Rao Holkar agrees to discharge his superfluous troops, and not to keep a larger force than his revenues will afford. He however agrees to retain in service, ready to co-operate with the British troops, a body of not less than three thousand horse, for whose regular payment a suitable arrangement must be made.

ARTICLE XII.

The Maharajah engages (and the British Government guarantees the engagement) to grant to Nabob Guffoor Khan, his present Jaidad of the districts of Sunjeet, Malhurgurh, Tal, Mundawar, Jawrah, Banode, the tribute of Peeplawdap, with the sayer of the whole. These districts shall descend to his heirs, on the condition that the said Nabob and his heirs shall maintain, independent of the Sebundy for his pergunnahs and his personal attendants, in constant readiness for service, a body of six hundred select horse, and further, that this quota of troops shall be hereafter increased, in proportion to the increasing revenue of the districts granted him.

A. D. 1818.

Treaty with Mulhar Rao Holkar.

ARTICLE XIII.

Mulhar Rao Holkar engages never to entertain in his service Europeans or Americans of any description, without the knowledge and consent of the British Government.

ARTICLE XIV.

In order to maintain and improve the relations of amity and peace hereby established, it is agreed that an accredited Minister from the British Government shall reside with the Maharajah Mulhar Rao Holkar, and that the latter shall be at liberty to send a Vakeel to the Most Noble the Governor-General.

ARTICLE XV.

All the cessions made by this Treaty to the British Government, or its allies, shall take effect from the date of this Treaty, and the Maharajah relinquishes all claims to arrears from these cessions. The possessions lately conquered by the British Government shall be restored to the Maharajah. The pergunnahs for the mutual delivery of these cessions shall be issued without delay, and the forts ceded shall be given up with their military stores, and in all respects in their present condition.

ARTICLE XVI.

The English Government engages, that it will never permit the Peishwah (Sree Munt), nor any of his heirs and descendants, to claim or exercise any sovereign rights of power whatever over the Maharajah Mulhar Rao Holkar, his heirs and descendants.

ARTICLE XVII.

This Treaty, consisting of seventeen articles, has been this day settled by Brigadier-General Sir John Malcolm, acting under the authority of his Excellency Lieutenant General Sir Thomas Hislop, Baronet, on the part of the Honorable Company, and by Tantiah Jogh, on the part of Mulhar Rao Holkar. Sir John Malcolm has delivered one copy thereof, in English and Persian, signed and sealed by himself, to the said Tantiah Jogh, to be forwarded to Maharajah Mulhar Rao Holkar, and has received from the said Tantiah Jogh a counterpart of the said Treaty, signed and sealed by him. Sir John Malcolm engages, that a copy of the said Treaty, ratified by the Most Noble the Governor-General, in every respect a counterpart of the

A. D. 1818. Treaty with Mulhar Rao Holkar.

Treaty now executed by himself, shall be delivered to Tantiah Jogh, to be forwarded to the Maharajah within the period of one month; and on the delivery of such copy to the Maharajah, the Treaty executed by Sir John Malcolm, under the immediate direction of his Excellency Sir Thomas Hislop, Baronet, shall be returned, and Tantiah Jogh in like manner engages that another copy of the said Treaty, ratified by the Maharajah Mulhar Rao Holkar, in every respect the counterpart of the Treaty, now executed by himself, shall be delivered to Sir John Malcolm, to be forwarded to the Most Noble the Governor-General, within the space of two days from this date; and on the delivery of such copy to the Most Noble the Governor General, the Treaty executed by Tantiah Jogh, by virtue of the full powers and authority vested in him as abovementioned, shall also be returned.

Done at Mundissoor, this 6th day of January, Anno Domini, 1818, or the 29th day of Suffer, in the year of the Hejira 1233.

No. LXXVI.

TREATY WITH THE RAJAH OF NAGPORE,

Dated the 6th January 1818.

PROVISIONAL AGREEMENT concluded between the Honorable Company and Maharajah Bhoosla, by Mr. Jenkins, on the part of the Honorable Company, and Nago Pundit and Narrain Pundit, on the part of His Highness.

ARTICLE I.

A. D. 1818. Treaty with the Rajah of Nagpore.

The Rajah retains his Musnud, until the pleasure of the Governor-General is known, on the following conditions.

ARTICLE II.

The Rajah consents to cede his territories north of the Nerbuddah, as well as all those on the southern bank, also Ganuleglun, and his territories in Berar, and Sirgoojah and Jushpore, in lieu of the former subsidy and contingent.

ARTICLE III.

The affairs of the Government, civil and military, shall be settled and conducted by Ministers in the confidence of the British Government, according to the advice of the

Resident, and his Highness with his family, will reside in his palace in the city of Nagpore, under the protection of the British troops. A. D. 1818. Treaty with the Rajah of Nagpore.

ARTICLE IV.

The subsidy shall be paid up, and shall continue to be paid until a final settlement.

ARTICLE V.

Any forts in his Highness's territory which the British Government may wish to occupy shall immediately be given up to the British troops.

ARTICLE VI.

The principal persons concerned in resisting his Highness's orders on the 6th December and since, shall receive no favor, but be punished; and if possible, be seized and delivered up to the British Government.

ARTICLE VII.

The two hills of Seetabuldy, with the bazars and land adjoining to a distance to be hereafter specified, shall be henceforth included in the British boundary, and such military works erected as may be deemed necessary.

Done at Nagpore, this 6th day of January 1818, A. D. corresponding to the 28th of Suffer 1233, A. H.

No. LXXVII.

TREATY WITH THE RAJAH OF JOUDPORE.

Dated the 6th January 1818.

TREATY between the Honorable English East-India Company and Maharajah Maun Sing Behauder, Rajah of Jouapore, represented by the Koowur Regent, Joograj Maharajah Koowar Chutter Sing, Behauder. Concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honorable Company, in virtue of full powers granted by his Excellency the Most Noble the Marquis of Hastings, K. G., Governor General, and by Byas Bishun Ram and Byas Ubhu Ram, on the part of Maharajah Maun Sing Behauder, in virtue of full powers granted by the Maharajah, and the Joograj Maharajah Koowar aforesaid.

A. D. 1818. Treaty with the Rajah of Joudpore.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the Honorable English East-India

A. D. 1818. Company and Maharajah Maun Sing, and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both.

Treaty with the Rajah of Joudpore.

ARTICLE II.

The British Government engages to protect the principality and territory of Joudpore.

ARTICLE III.

Maharajah Maun Sing, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with other Chiefs and States.

ARTICLE IV.

The Maharajah, and his heirs and successors, will not enter into negociation with any Chief of State, without the knowledge and sanction of the British Government; but his usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Maharajah, and his heirs and successors, will not commit aggressions on any one. If, by accident, disputes arise with any one, they shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

The tribute heretofore paid to Scindia by the State of Joudpore, of which a separate Schedule is annexed, shall be paid in perpetuity to the British Government, and the engagements of the State of Joudpore with Scindia respecting tribute shall cease.

ARTICLE VII.

As the Maharajah declares that, besides the tribute paid to Scindia by the State of Joudpore, tribute has not been paid to another State, and engages to pay the aforesaid tribute to the British Government, if either Scindia or any one else lay claim to tribute, the British Government engages to reply to such claim.

ARTICLE VIII.

The State of Joudpore shall furnish fifteen hundred horse for the service of the British Government, whenever required; and when necessary, the whole of the Joudpore for-

ces shall join the British army, excepting such a portion as may be requisite for the internal administration of the country. A. D. 1818. Treaty with the Rajah of Joudpore.

ARTICLE IX.

The Maharajah, and his heirs and successors, shall remain absolute rulers of their country, and the jurisdiction of the British Government shall not be introduced into that principality.

ARTICLE X.

This Treaty, of ten Articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Byas Bishun Ram and Byas Ubhu Ram, the ratifications of the same by his Excellency the Governor-General, and by Raj Rajeesur Maharajah Maun Sing Behauder, and Joograj Maharajah Koowur Chutter Sing Behauder, shall be exchanged within six weeks from this date.

Done at Delhi, this 6th day of January, A. D. 1818.

No. LXXVIII.

TREATY WITH THE RAJAH OF OUDEPORE.

Dated the 13th January 1818.

TREATY between the Honorable the English East-India Company and Maharajah Beem Sing, Rajah of Oudepore, concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honorable Company in virtue of full powers granted by his Excellency the Most Noble the Marquis of Hastings, K. G. Governor-General, and by Thakoor Ajeet Sing, on the part of the Maharajah, in virtue of full powers conferred by the Maharajah aforesaid.

ARTICLE I.

There shall be perpetual friendship, alliance and unity of interests, between the two States, from generation to generation, and the friends and enemies of one shall be the friends and enemies of both. A. D. 1818. Treaty with the Rajah of Oudpore.

ARTICLE II.

The British Government engages to protect the principality and territory of Oudepore.

A. D. 1818

Treaty with the Rajah of Oudpore.

ARTICLE III.

The Maharajah of Oudepore will always act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with other Chiefs or States.

ARTICLE IV.

The Maharajah of Oudepore will not enter into any negociation with any Chief or State without the knowledge and sanction of the British Government; but his usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Maharajah of Oudepore will not commit aggressions upon any one; and if, by accident, a dispute arise with any one, it shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

One-fourth of the revenues of the actual territory of Oudepore shall be paid annually to the British Government, as tribute, for five years; and after that term three-eighths in perpetuity. The Maharajah will not have connexion with any other power on account of tribute; and if any one advance claims of that nature, the British Government engages to reply to them.

ARTICLE VII.

Whereas the Maharajah represents that portions of the dominions of Oudepore have fallen by improper means into the possession of others, and solicits the restitution of those places, the British Government, from a want of accurate information, is not able to enter into any positive engagement on this subject, but will always keep in view the renovation of prosperity of the State of Oudepore, and after ascertaining the nature of each case, will use its best exertions for the accomplishment of that object, on every occasion on which it may be proper to do so. Whatever places may thus be restored to the State of Oudepore, by the aid of the British Government, three-eighths of their revenues shall be paid in perpetuity to the British Government.

ARTICLE VIII.

The troops of the State of Oudepore shall be furnished according to its means, at the requisition of the British Government,

ARTICLE IX.

A. D. 1818. Treaty with the Rajah of Oudepore.

The Maharajah of Oudepore shall always be absolute ruler of his own country, and the British jurisdiction shall not be introduced into that principality.

ARTICLE X.

The present Treaty, of ten Articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Matcalfe and Thakoor Ajeet Sing Behauder, the ratifications of the same, by his Excellency the Most Noble the Governor-General and Maharajah Bheem Sing, shall be mutually delivered within a month from this date.

Done at Delhi, this 13th day of January, A. D. 1818.

No. LXXIX.

TREATY WITH THE RAJAH OF BOONDEE.

Dated the 10th February 1818.

TREATY between the Honorable English East-India Company and the Maha Rao Rajah Bishen Sing Behauder, Rajah of Boondee, concluded by Captain James Tod on the part of the Honorable Company, in virtue of full powers from his Excellency the Most Noble the Marquis of Hastings, K. G., Governor-General, &c. &c. and by Bohora Tolaram, on the part of the Rajah, in virtue of full powers from the said Rajah.

ARTICLE I.

A. D. 1818. Treaty with the Rajah of Boondee.

There shall be perpetual friendship, alliance, and unity of interests, between the British Government on the one hand, and the Rajah of Boondee, and his heirs and successors, on the other.

ARTICLE II.

The British Government takes under its protection the dominions of the Rajah of Boondee.

ARTICLE III.

The Rajah of Boondee acknowledges the supremacy of and will co-operate with the British Government for ever. He will not commit aggressions on any one. He will not,

A. D. 1818. Treaty with the Rajah of Boondee,

enter into negociations with any one, without the consent of the British Government. If, by chance, any dispute arise with any one, it shall be submitted to the arbitration and award of the British Government. The Rajah is absolute ruler of his dominions, and the British jurisdiction shall not be introduced therein.

ARTICLE IV.

The British Government spontaneously remits to the Rajah and descendants the tribute which the Rajah used to pay to Maharajah Holkar, and which has been ceded by the Maharajah Holkar to the British Government. The British Government also relinquishes, in favour of the State of Boondee, the lands heretofore held by Maharajah Holkar within the limits of that State, according to the annexed Schedule No. 1.

ARTICLE V.

The Rajah of Boondee hereby engages to pay to the British Government the tribute and revenue heretofore paid to Maharajah Scindia, according to the Schedule No. 2.

ARTICLE VI.

The Rajah of Boondee shall furnish troops at the requisition of the British Government, according to his means.

ARTICLE VII.

The present Treaty, of seven Articles, having been settled at Boondee, and signed and sealed by Captain James Tod and Bohora Toloram, the ratification of the same, by his Excellency the Most Noble, the Governor-General and Maha Rao, Rajah of Boondee, shall be exchanged within one month from the present date.

Done at Boondee, this 10th day of February, A. D. 1818, corresponding to the 4th of Rubbee oos sanee 1233, and 5th day of Maug soodee of the Sumbut, or era of Bickramjeet 1875.

Ratified by his Excellency the Governor-General, in Camp near Cawnpore, this 1st day of March 1818.

No. LXXX.

TREATY WITH THE NAWAUB OF BHOPAUL,

Dated the 26th February 1818.

TREATY between the Honorable the East-India Company and the Nawaub Nuzzer Mahomed Khan Nâïb of Bhopaul, concluded by Captain Josiah Stewart, on the part of the Honorable Company, in virtue of full power granted by his Excellency the Marquis of Hastings K. G Governor-General, &c. &c. &c., and by Kuaum Mahomed Khan Behauder and Shah Zud Mussuh Sahib, on the part of the Nawaub Nuzzer Mahomed Khan, in virtue of full power granted by the Nawaub.

ARTICLE I.

A. D. 1818.

Treaty with the Nawaub of Bhopaul.

There shall be perpetual friendship, alliance, and amity of interests, between the Honorable the East-India Company and the Nawaub of Bhopaul, his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE II.

The British Government engages to guarantee and protect the principality and territory of Bhopaul against all enemies.

ARTICLE III.

The Nawaub of Bhopaul, his heirs and successors, shall act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with other Chiefs and States.

ARTICLE IV.

The Nawaub, his heirs and successors, will not enter into negociation with any Chief or State, without the knowledge and sanction of the British Government; but their usual amicable correspondence with friends and relations, and necessary correspondence with neighbouring Zemindars and managers on matters of small importance shall continue.

ARTICLE V.

The Nawaub, his heirs and successors, will not commit aggression on any one. If, by accident, disputes arise with any one, they shall be submitted to the arbitration and award of the British Government.

A. D. 1818.

Treaty with the Nawaub of Bhopaul.

ARTICLE VI.

The State of Bhopaul shall furnish a contingent of six hundred horse and four hundred infantry for the service of the British Government, whenever required; and when necessary, the whole of the Bhopaul forces shall join the British army, excepting such a portion as may be requisite for the internal administration of the country.

ARTICLE VII.

The British troops are to be at all times admitted into the Bhopaul territory (the commanding officers of such troops using their utmost endeavours to prevent injury to the crops or other damage), and if necessary ..... then, in which event the Nawaub engages, for himself, his heirs and successors, on application to that effect, to cede to the British Government, to serve as a depôt, the fort of Nuzzurgurh or of Gooljaeon, with ground to the distance of two thousand yards all round the fort.

(Sic Orig.)

ARTICLE VIII.

The Nawaub, his heirs and successors, will afford every facility to the British troops in obtaining supplies; and all articles of supplies required for them shall be purchased in, and pass through the Nawaub's territory free of duty.

ARTICLE IX.

The Nawaub, his heirs and successors, shall remain absolute rulers of their country, and the jurisdiction of the British Government shall not in any manner be introduced into that principality.

ARTICLE X.

The Nawaub having exerted himself, and employed the resources of his Government with zeal and fidelity in the late service against the Pindarries, the British Government in order to mark its approbation of his conduct, and to enable him to maintain the stipulated contingent, hereby grants to the Nawaub, his heirs and successors, in perpetuity, the five Mahals of Ashta, Itchawur, Sehar, Doraha, and Deveepoora, to be held by them in exclusive sovereignty,

ARTICLE XI.

This Treaty, consisting of eleven Articles, having been concluded at Raiseen, and signed by Captain Stewart and Kunum Mahomed Khan Behauder and Shak Zad Mussuh

Saheb, Captain Stewart engages to procure the ratification of the Governor-General within three weeks from this date, and Kunum Mahomed Khan Behauder and Shaik Zad Mussah Saheb engage to obtain the ratification of the Nawaub Nuzza Mahomed Khan in two days. A. D. 1818. Treaty with the Nawaub of Bhopaul.

Done at Raiseen, this 26th day of February 1818, corresponding with the 20th Rubbee oo sannee, Hejira 1233.

No. LXXXI

TREATY WITH THE RAJAH OF BICKANEER.

Dated the 9th March 1818.

TREATY between the Honorable the English East-India Company and Maharajah Soorut Sing Behauder the Rajah of Bickaneer, concluded by Mr. Charles Theophilus Metcalfe on the part of the Honorable Company, in virtue of full powers granted by his Excellency the Most Noble the Marquis of Hastings, K.G. Governor-General, &c. &c. &c., and by Onjha Kashee Nauti, on the part of Raj Rajheesur Maharajah Sroomun Sree Soorut Sing Behauder, according to full powers given by the Maharajah.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the Honorable Company and Maharajah Soorut Sing, and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties. A. D. 1818. Treaty with the Rajah of Bickaneer.

ARTICLE II.

The British Government engages to protect the principality and territory of Bickaneer.

ARTICLE III.

Maharajah Soorut Sing, and his heirs, and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with any other Chiefs or States.

ARTICLE IV.

The Maharajah, and his heirs and successors, will not enter into negociation with any Chief or State, without the

A. D. 1818. knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

Treaty with the Rajah of Bickaneer.

ARTICLE V.

The Maharajah, and his heirs and successors, will not commit aggresssions on any one. If, by accident, any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

Whereas certain persons of the principality of Bickaneer have adopted the evil courses of highway robbers and banditti, and have plundered the property of many, to the great molestation of the peaceable subjects of both of the contracting parties, the Maharajah engages to cause to be restored the property plundered from inhabitants of the British territories up to this time, and for the future entirely to suppress the robbers and plunderers in his principality. If the Maharajah be not able to effect their suppression, assistance shall be afforded, on his application, by the British Government; in which case, the Maharajah will pay all the expenses of the force employed: or in the event of his not finding means to pay those expenses, he will, in lieu, cede parts of his territory to the British Government, which after the payment of those expenses shall be restored.

ARTICLE VII.

The British Government, on the application of the Maharajah, will reduce to subjection the Thackoors and other inhabitants of his principality, who have revolted and thrown off his authority. In this case, the Maharajah will pay all the expenses of the force employed; or in the event of not having the means, will, instead, cede parts of his territory to the British Government, which shall be restored after the payment of those expenses.

ARTICLE VIII.

The Maharajah of Bickaneer will furnish troops, at the requisition of the British Government, according to his means.

ARTICLE IX.

The Maharajah, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality.

ARTICLE X.

A. D. 1818. Treaty with the Rajah of Bickaneer.

As it is the wish and intention of the British Government, that the roads of Bickaneer and Bhutneer be rendered passable and safe for the transit of trade to and from the countries of Cabul and Khorasaun, &c. the Maharajah engages effectually to accomplish that object within his own dominions, so that merchants shall pass with protection and safety, and meet with no impediment; and, with respect to custom duties, the established rates shall not be exceeded.

ARTICLE XI.

This Treaty, of eleven Articles having been concluded by Mr. Charles Theophilus Metcalfe and Oujah Kashee Nautt, the ratification by his Excellency the Most Noble the Governor-General and Raj Rajheesur Maharajah Sreemunt Sree Soorut Sing Behauder, shall be exchanged within twenty days from the present date.

Done at Delhi, this 9th day of March, A. D. 1818.

No. LXXXII.

TREATY WITH THE RAJAH OF KISHUNGURH,

Dated the 28th March 1818.

TREATY between the Honorable the English East-India Company and Maharajah Kulleeaun Sing Behauder, the Rajah of Kishungurh, concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honorable Company, in virtue of full powers granted by his Excellency the Most Noble the Marquis of Hastings, K. G., Governor-General, &c. &c. and by Kazee Futteh Mohommed Khan, on the part of Maharajah Kulleeaun Sing Behauder, according to full powers given by the Rajah.

ARTICLE I.

A. D. 1818. Treaty with the Rajah of Kishungurh.

There shall be perpetual friendship, alliance, and unity of interests, between the Honorable Company and Maharajah Kulleeaun Sing, and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE II.

The British Government engages to protect the principality and territory of Kishungurh.

ARTICLE III.

A. D. 1818. Treaty with the Rajah of Kishungurh.

Maharajah Kulleeaun Sing, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with any other Chiefs or States.

ARTICLE IV.

The Maharajah, and his heirs and successors, will not enter into negociation with any Chief or State, without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Maharajah, and his heirs and successors, will not commit aggressions on any one. If, by accident, any dispute arise with any one, the settlement of it shall be submitted to the arbitration and the award of the British Government.

ARTICLE VI.

The Maharajah of Kishungurh will furnish troops at the requisition of the British Government, according to his means.

ARTICLE VII.

The Maharajah, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality.

ARTICLE VIII.

This Treaty of eight Articles, having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe and Kazee Futteh Mohummud Khan, the ratification by his Excellency the Most Noble the Governor-General and Maharajah Kulleeaun Sing Behauder, shall be exchanged within twenty days from the present date.

Done at Delhi, this 28th day of March, A. D. 1818.

No. LXXXIII.

TREATY WITH THE RAJAH OF JYEPORE,

Dated the 2nd April 1818.

TREATY between the Honorable East-India Company and Maharajah Sewaee Juggut Sing Behauder, Rajah of Jyepore, concluded by Mr. Charles Theophilus Metcalfe, on the part of the Honorable Company, in virtue of full powers granted by his Excellency the Most Noble the Marquis of Hastings, K.G., Governor-General &c., and by Taukoor Rawul Byree Saul Nattawut, on the part of Raj Rajindeer Sree Maharajah Dihraj Sewaee Juggut Sing Behauder, according to full powers given by the Rajah.

ARTICLE I.

A. D. 1818. Treaty with the Rajah of Jyepore.

There shall be perpetual friendship, alliance, and unity of interests, between the Honorable Company and Maharajah Juggut Sing, and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE II.

The British Government engages to protect the territory of Jyepore, and to expel the enemies of that principality.

ARTICLE III.

Maharajah Sewaee Juggut Sing, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with other Chiefs and States.

ARTICLE IV.

The Maharajah, and his heirs and successers, will not enter into negociation with any Chief or State, without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

ARTICLE V.

The Maharajah, and his heirs and successors will not commit aggressions on any one, If it happens that any dispute arise with any one, it shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

A. D. 1818. Treaty with the Rajah of Jyepore.

Tribute shall be paid, in perpetuity, by the principality of Jyepore to the British Government, through the treasury of Delhi, according to the following detail.

First year from the date of this Treaty, in consideration of the devastation which has prevailed for years in the Jyepore country, tribute excused.

Second year	Four lacs of Delhi rupees.
Third year	Five lacs.
Fourth year	Six lacs.
Fifth year	Seven lacs.
Sixth year	Eight lacs.

Afterwards eight lacs of Delhi rupees annually, until the revenues of the principality exceed forty lacs.

And when the Rajah's revenues exceed forty lacs, five-sixteenths of the excess shall be paid in addition to the eight lacs, above-mentioned.

ARTICLE VII.

The principality of Jyepore shall furnish troops, according to its means, at the requisition of the British Government.

ARTICLE VIII.

The Maharajah, and his heirs and successors, shall remain absolute rulers of their territory and their dependents according to long established usage, and the British civil and criminal jurisdictions shall not be introduced into that principality.

ARTICLE IX.

Provided that the Maharajah evince a faithful attachment to the British Government, his prosperity and advantage shall be favourably considered and attended to.

ARTICLE X.

This Treaty, of ten Articles having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe and Taukoor Rawul Byree Saul Nattawul, the ratification of the same, by his Excellency the Most Noble the Governor-General, and Raj Rajinder Sree Maharajah Dehraj Sewaee Juggut Sing Behauder, shall be mutually exchanged within one month from the present date.

Done at Delhi, this 2nd day of April, 1818.

No. LXXXIV.

TRANSLATION of a Copy of a Letter from Raghoojee Angria of Colaba to the Honorable M. Elphinstone, at Poona, dated the 27th Jemadee ool awul, or 4th April 1818, A. C.

A. D. 1818
Copy of a letter from Raghojee Angria.

Vinaick Pursuram, the Deewanjee, having eminently served the State of Colaba under the administration of the late Moorarjee Angria, and preserved it by maintaining the alliance with the Honorable Company, when Bajee Rao subsequently broke with the Honorable Company and commenced hostilities, certain, allowances and enams were granted to him, and to those connected with him, as specified in a separate memorandum, and which are to be enjoyed by the respective parties and their heirs, without objection, even though the said Deewanjee should retire from office. Any claims possessed by him against the State are also to be adjusted by the accounts, and he is to be duly protected by it, whenever occasion may render such protection necessary. I request that the Honorable Company's Government will satisfy him on this point.

MEMORANDUM of Assignments made by the Colaba State to Vinaick Pursuram Dewan, and to his dependents. Anno Soor Sun Suman Usur Myantyn Auluf (A. D. 1817-18.)

A. D. 1818.
Memorandum of Assignments of Vinaik Pursuram Dewan.

To Vinaick Pursuram, for himself.. Rupees 10,002 0 0

Villages granted in the district of Manickgurh for Rupees.. 8,002

The whole village of Koprolee, in the district of Assurwulee, as enam, the batty is fixed at the rate of sixteen rupees, as per sunnud..... Rupees 1,000

Villages granted as Nemnook, as per sunnud, to the amount of..... Rupees 7,002

1 The village of Oolway.
1 Ditto.. .... Furgurh.
1 Ditto.. .... Dapolee.
1 Ditto.. .... Johur.
1 Ditto.. .... Sawlay.
1 Ditto..... Pirkonay.
1 Ditto..... Kopur.
1 A distillery in the district of Aoorvulee.

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A. D. 1818.

Memorandum of Assignments to Vinaik Pururam Dewan.

The amount of which is Rupees 7,542
Deduct the amount granted separately, *viz.*...
To Pandoorung Nursurweed 200
To his dependents..... 340
—— 540

Balance....7,002
—— 8.002

Payable from the treasury in cash as Nemnook..... 2,000
—— 10,002 0 0

To his dependents as Nemnook, Rupees, 426. 2. 25, *viz.*
To Bapoojee Bullab.....Rupees 1,872

Villages to the amount of Rupees .....1,300, *viz.*
The village of Kadhewlee in the district of Manickgurh as Enam, as per sunnud..... 772
The village of Nedhowlee, in the district of Manickgurh, granted for defraying the expenses of a palanquin..... 528
—— 1,300
From the Treasury as Nemnook.... 572
—— 1,872 0 0

To Khandoo Seetaram, Rs. 1,368.
Enam villages in the district of Manickgurh, as per sunnud, with detailed memorandum, Rs. 360.
The whole village of Put, in the district of Doorgatun.. 334 1 18¾
Five beegas of land in the village of Kambay, within the division of *Doorgatun*, estimated.... 25 2 81¼
From the Treasury, as Nemnook..... 1,008 0 00
—— —— 1,368

To Pandoorung Nursing Rs..... 580 2 25
As Enam..... 200 0 00
On account of land 80 2 25
—— —— 280 2 25
From the Treasury as Nemnook 300 0 00

Carried forward Rs....1,948 2 25 11,874 0 0

A. D. 1837.

Memorandum of Assignment to Vinaik Pursuram Dewan.

Brought forward Rs.	1,948 2 25	11,874 0 0	
Amount of enam villages to be given to his dependents of the...., but which are granted in his own name.....	340 0 00		
To Baboo Chut, the son of Gungather Chut Vidheeas, from the village of Vursnee.....	100 0 00		
		2,388 2 25	
To certain Karkoons and Brahmins, who are his dependents, from the Treasury.....		738 1 75	
		15,001 0 0	

Recapitulation.

The amount of villages and lands granted.....	10,382 2 25	
From the Treasury.....	4,618 1 75	
		15,001 0 0

Amounting to Rupees fifteen thousand and one, *viz.*, villages and lands to the amount of Rupees ten thousand three hundred and eighty-two, two quarters and twenty-five reas, have been bestowed on him, together with the sum of Rupees four thousand six hundred and eighteen, one quarter, and seventy-five reas, to be paid in cash from the Treasury as Nemnook. In conformity with the above memorandum, the villages and lands, together with the payments to be made in cash, will be continued to be enjoyed by his descendants. Agreed to accordingly.

No. LXXXV.

TREATY WITH THE RAJAH OF DUTTEEAH.

Dated the 31st July 1818.

TREATY between the British Government and the Rajah of Dutteeah.

A. D. 1818.

Treaty with the Rajah of Dutteeah.

Whereas a Treaty of friendship was concluded between the British Government and Rajah Pareechut, Rajah of Dutteeah, on the 15th March 1804; and whereas, by virtue of a Treaty concluded between the British Government and

A. D. 1818. Treaty with the Rajah of Dutteeah.

the late Peishwah, under date the 13th of June 1817, the territory held in jagheer from the Peishwah, by the Vinchoorker Jageerdar, north of the Nerbuddah river, was ceded to the British Government; and whereas the Rajah of Dutteeah, by the zeal, fidelity, and attachment, which he has uniformly manifested to the British Government, since the date of his former Treaty, and more especially by the prompt and effectual assistance he afforded the British troops during the late encampment of the army under the personal command of the Most Noble the Governor-General within his country, has established a just claim to the liberality and indulgence of the British Government. The Most Noble the Marquis of Hastings, Governor-General, influenced by these considerations, has consented to bestow, in perpetuity, upon the said Rajah Pareechut, Rajah of Dutteeah, that portion of the late jagheer of Vinchoorker Jageerdar laying east of the river Sinde, commonly called the Chowrasee, subject however, to the charges and conditions set forth in the following articles. With a view, also, to the further strengthening and confirming of the friendship and attachment of the State of Dutteeah, the British Government has consented to protect the Dutteeah territory against all foreign enemies. The following Articles have accordingly been concluded between Rajah Pareechut, Rajah of Dutteeah, and the British Government, in amendment of the former Treaty.

ARTICLE I.

The Treaty concluded between the British Government and Rajah Pareechut, under date the 15th of March 1804, is hereby confirmed, with exception to such parts of it as are amended or altered by the provisions of this Treaty.

ARTICLE II.

The British Government hereby grants, in perpetuity, to the said Pareechut, Rajah of Dutteeah, all those lands laying to the east of the river Sinde, known by the name of Chowrassee, and formerly held by the Vinchoorker Jageerdar, as detailed in the subjoined list; subject, however, to the conditions and charges contained in the following Articles. The Rajah is hereby also confirmed in the permanent possession of that part of the Vinchoorker jagheer, contained also in the subjoined list, which is already in the Rajah's possession.

ARTICLE III.

Rao Gunput Rao, the Agent of the Vinchoorker Jaggeedar, will receive an assignment, to the amount of ten thousand rupees per annum, on the aforesaid lands; and the

Rajah of Dutteeah hereby agrees to pay to the said Gunput Rao the above provision, in such manner as the Most Noble the Governor-General may direct.

A. D. 1818. Treaty with the Rajah of Dutteeah.

ARTICLE IV.

The British Government hereby agrees to protect the original territory of the Rajah of Dutteeah, as well as the district now granted to the Rajah, from the aggressions of all foreign powers.

ARTICLE V.

The British Government having by the terms of the foregoing Article engaged to protect the territory of Dutteeah from the aggressions of all foreign powers, it is hereby agreed between the contracting parties, that whenever the Rajah of Dutteeah shall apprehend a design, on the part of any foreign power, to invade its territories, whether in consequence of any disputed claim or on any other ground, he shall report the circumstances of the case to the British Government, which will interpose its mediation for the adjustment of such disputed claim, and the Rajah relying on the justice and equity of the British Government, agrees implicitly to abide by its award. If the apprehended aggressions shall be referable to any other cause, the British Government will endeavour, by representation and remonstrance, to evert its design; and if, notwithstanding the Rajah's acquiescence in the award of the British Government, the other power shall persist in its hostile designs, and the endeavours of the British Government shall fail of success, such measures will be adopted for the protection of the Rajah's territories as the circumstances of the case may appear to require.

ARTICLE VI.

In consideration of the liberal grant of territory now made to the Rajah of Dutteeah, and the protection and guarantee afforded by the two foregoing Articles to the Rajah's territory, the Rajah hereby binds himself to employ his troops, at his own expense, whenever required to do so, in co-operation with those of the British Government, on all occasions in which the interests of the two States may be mutually concerned. On all such occasions, the Dutteeah troops shall act under the orders and control of the commanding officer of the British troops.

ARTICLE VII.

The Rajah of Dutteeah hereby agrees to submit to the arbitration of the British Government all his disputes with other chieftains and implicitly to abide by its award.

A. D. 1818

Treaty with the Rajah of Dutteeah.

ARTICLE VIII.

The Rajah engages at all times to employ his utmost exertions in defending the roads and passes of his country, against any enemies or predatory bodies who may attempt to penetrate through it into the territories of the British Government.

ARTICLE IX.

Whenever the British Government may have occasion to send its troops through the territories of the Rajah of Dutteeah, or to station a British force within them, it shall be competent to the British Government so to detach or station its troops, and the Rajah shall give his consent accordingly. The commander of the British troops who may thus eventually pass through or permanently occupy a position within the Rajah's territory, shall not in any manner interfere in the internal concerns of the Dutteeah Government. Whatever materials or supplies may be required for the use of the British troops during their continuance in the Dutteeah territories, shall be readily furnished by the Rajah's officers and subjects, and shall be paid for at the price-current of the bazar.

ARTICLE. X.

The Rajah of Dutteeah hereby binds himself to maintain no correspondence with foreign States, without the privity and consent of the British Government.

ARTICLE XI.

The Rajah of Dutteeah hereby engages to give no asylum to criminals, nor to defaulters of the British Government, who may abscond and take refuge within his territories: and should the officers of the British Government be sent in pursuit of such criminals and defaulters, the Rajah further engages to afford such officers every assistance in his power in apprehending them.

ARTICLE XII.

This Treaty, consisting of twelve Articles, having been this day contracted, subject, to the pleasure of the Most Noble the Governor-General, between the British Government and the Rajah of Dutteeah, through the agency of Mr. John Wauchope, agent of the Governor-General, on the one part, and Rao Sheo Pershaud, Vakeel of the Rajah of Dutteeah, on the other, Mr. Wauchope and the said Vakeel have signed, sealed, and exchanged two copies.

A. D. 1818

Treaty with the Rajah of Dutteeah.

of it, in the English, Persian, and Hindu languages. A corresponding copy, if approved, will be ratified by the seal and signature of the Most Noble the Governor-General, and hereafter delivered to the said Vakeel, for the purpose of being transmitted to the Rajah: after which another copy, signed and sealed by the Rajah, will be delivered to Mr. Wauchope, for the purpose of being deposited among the records of the British Government.

Done at Callinger, this 31st July 1818, corresponding with 14th of Sawun 1225 Fusly, and 1875 Sumbut, and with the 26th of Ramzaun 1233 Hijeræ.

Ratified by the Governor-General in Council at Fort-William, this 29th day of August 1818.

List *of the Villages ceded by the second Article.*

Ochar,
Lauch,
Andowreh,
Khyrowneh,
Koolaith,
Bainao,
Paharee Syum,
Paharee Rowut,
Erentaroreh,
Bararee,
Kheereeah,
Doorgahpor,
Soonrapuraro,
Dabaoreh,
Nundenah,
Seyoone,
Jigneeah,
Banrapoorah,
Ramgurrah,
Todah,
Chittaree,
Bhorowly,
Seawuree,
Karrah,
Kirkah,
Bhudowneh,
Teletha,
Bhirsooleh,
Sonaree,
Khujoree,
Thylee,
Selooree,
Ekoneh,
Jaigha,
Jhajhurpore,
Jytpoorah,
Chonkooree,

The following villages, already in the Rajah's possession, are confirmed to him by the second article.

Indergurgh,
Khundooah,
Burgawan,
Netwahpoora.
Khootowndah,
Daober,
Peperwah,
Jowneeah,
Dylwah,
Bhindowl
Puchokherah.

Done at Callinger, this 31st of July 1818, corresponding with the 14th Sawun 1225 Fusley, and 1875, Sumbut, and with the 26th of Raumzaun 1233 Hijeræ,

A. D. 1818.

Treaty with the Rajah of Banswarra.

No. LXXXVI.

TREATY WITH THE RAJAH OF BANSWARRA.

Dated the 16th September 1818.

TREATY between the Honorable the English East-India Company and Raee Rueeaun Maha Rawul Sree Omed Sing Behauder, Rajah of Banswarra, and his heirs and successors, concluded on the part of the Honorable English East-India Company by Mr. Charles Theophilus Metcalfe, in virtue of full powers granted to him by his Excellency the Most Noble the Marquis of Hastings, K. G., Governor-General, and on the part of Maha Rawul Sree Omed Sing Behauder, by Ruttum Jeo Pundit, in virtue of full powers granted by the Maha Rawul.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the British Government and Maha Rawul Sree Omed Sing Behauder, Rajah of Banswarra, and his heirs and successors, and the friends and enemies of either of the contracting parties shall be the same to both.

ARTICLE II.

The British Government engages to protect the principality and territory of Banswarra.

ARTICLE III.

The Maha Rawul, and his heirs and successors, will always act in subordinate co-operation with the British Government, and with due submission to its supremacy, and will not henceforth have any connexion with other Chiefs and States.

ARTICLE IV

The Maha Rawul, and his heirs and successors, shall remain absolute rulers of their territory and principality, and the civil and criminal jurisdiction of British Government shall not be introduced therein.

ARTICLE V.

The affairs of the principality of Banswarra shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of Maha Rawul.

A. D. 1818.

Treaty with the Rajah of Banswarra.

ARTICLE VI.

The Maha Rawul, and his heirs and successors, will not enter into negociations with any Chief or States, without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

ARTICLE VII.

The Maha Rawul, and his heirs and successors, will not commit aggressions on any one; and if any dispute accidentally arise with any one, the adjustment of it shall be submitted to the arbitration of the British Government.

ARTICLE VIII.

The Maha Rawul, and his heirs and successors, will pay tribute to the British Government, to the extent of three-eighths of the revenue of their possessions.

ARTICLE IX.

The state of Banswarra shall furnish troops on requisition, according to its means, for the service of the British Government.

ARTICLE X.

This Treaty, of ten articles, having been concluded, and signed and sealed, by Mr. Charles Theophilus Metcalfe and Ruttum Jeo Pundit, the ratifications of the same, by his Excellency the Most Noble the Governor-General and Maha Rawul Omed Sing, shall be exchanged within two months from this date.

Done at Delhi, the 16th September, A. D. 1818.

Ratified by his Excellency the Governor-General in Council, this 10th day of October 1818, at Fort William.

A. D. 1818.

Supplementary Article of the Treaty with the Rajah of Banswarra.

SUPPLEMENTARY ARTICLE of the Treaty of the 16th of September 1818, between the Honorable English East-India Company and Raee Raeeaun Maha Rawul Sree Omed Sing Behauder, Rajah of Banswarra.

Whereas the Maha Rawul declares that heretofore he has never paid fixed tribute to any one, it is hereby agreed, that if any Chiefs lay claim to tribute and prove his right,

A. D. 1818. the settlement of such claim shall be submitted to the arbitration of the British Government.

Supplementary Article of the Treaty with the Rajah of Banswarra.

Done at Delhi, the 16th September A. D. 1818.

Ratified by his Excellency the Governor-General in Council, this 10th day of October 1818, at Fort William.

No. LXXXVII

TREATY WITH THE RAJAH OF DOWLEAH AND PURTAUBGURH.

Dated the 5th October 1818.

A. D. 1818. Treaty with the Rajah of Dowleah and Purtaubghur.

ENGAGEMENT entered into by the Honorable the East-India Company and Samut Sing, Rajah of Dowleah and Purtaubgurh, his heirs and Successors, settled by Captain Caulfield, under authority from Brigadier-General Sr John Malcolm, K. C. B. and K. L. S., Political Agent to the Most Noble the Governor-General, on the part of the Honorable East-India Company, and Ram Chund Bhow, on the part of Samut Sing, Rajah of Dowleah and Purtaubgurh the said Brigadier-General Sir John Malcolm being invested with full power and authority from the Most Noble Francis Marquis of Hastings, K. G., one of his Britannic Majesty's Most Honorable Privy Council, appointed by the Honorable East-India Company to direct and control all their affairs in the East-Indies, and the said Ram Chund Bhow being duly invested with full powers on the part of Samut Sing Rajah of Dowleah and Purtaubgurh.

ARTICLE I.

The Rajah promises to give up all connections with other States, and to the utmost of his power prove his obedience to the British Government; who in return, agree to assist him in re-establishing good order throughout his district, and to protect him from the claims and trespasses of all other States.

ARTICLE II.

The Rajah agrees to pay to the British Government all arrears of tribute justly due to Maharajah Mulhar Rao Holkar, amounting to one lac twenty-four thousand six hundred and fifty-seven rupees and six annas in the following manner, *viz.*

A. D. 1818.

Treaty with the Rajah of Dowleah and Purtaubghur.

The first year, Anno Domini 1818-19, corresponding to the year Fusly 1226 and 1875 Sumbut, ten thousand rupees.

Second year.....Fifteen thousand rupees.
Third year.....Twenty thousand rupees,
Fourth year.....Twenty-five thousand rupees.
Fifth year.....Twenty-five thousand rupees.
The sixth year.....Twenty-nine thousand six-hundred and fifty-seven rupees and six annas.

And the Rajah further agrees, that in case the above payments be not made as specified, that an agent on the part of British Government shall be appointed to receive the sums above mentioned from the town duties of Purtaubgurh.

ARTICLE III.

The Rajah of Dowleah and Purtaubgurh agrees, on his part and that of his heirs, to pay to the British Government, in lieu of its protection, such tribute and presents as he has hitherto paid to Mulhar Rao Holkar; the above tribute to be paid as follows, *viz.*

The first year, Anno Domini 1818 | 19, corresponding to the year 1226 Fusley and 1875 Sumbut, the sum of thirty-five thousand rupees.

Second year.....Forty-five thousand rupees.
Third year.....Fifty-five thousand rupees.
Fourth year.....Sixty-five thousand rupees.

And the fifth year, the full amount of the tribute, namely, seventy-two thousand and seven hundred Salum Sahee rupees in two payments, half in Maugh, and the other half in Jyte, corresponding to the months of March and July.

ARTICLE IV.

The Rajah further agrees not to entertain Arabs or Macranees in his service, but to keep up fifty horsemen and two hundred foot soldiers, inhabitants of the Purtaubgurh district, who are to be at the disposal of the British Government, whenever their services are required in the vicinity of the Purtaubgurh district.

ARTICLE V.

The Rajah of Purtaubgurh to be the master of his own Government, in the affairs of which the British Govern-

A. D. 1818. Treaty with the Rajah of Dowleah and Purtaubghur.

ment is not to interfere; except in the settlement of all predatory tribes, and in the re-establishment of tranquillity and good order, the Rajah agrees to be guided by the advice of the British Government; and further, that he will not levy any annual duty on the mint, or merchants, or on merchandize throughout his territories.

ARTICLE VI.

The British Government agrees not to give countenance to any of the connexions or relations of the Purtaubgurh Rajah who may be disobedient, but to afford the Rajah aid in bringing them under due control.

ARTICLE VII.

The British Government agrees to aid the Rajah in subduing the Meenahs, Bheels, &c. &c.

ARTICLE VIII.

The British Government agrees not to interfere with any just and ancient claims the Rajah may be authorized to make by usage on his subjects.

ARTICLE IX.

The British Government agrees to aid the Rajah in all his just demands on his subjects should he not be able to enforce them.

ARTICLE X.

If the Purtaubgurh Rajah should have any just claim, upon any neighbouring State or the surrounding Thakoors, the British Government agrees to afford him the benefit of their influence in recovering or adjusting them. It will also mediate to settle any difference or dispute that may arise between him and such chiefs.

ARTICLE XI.

The British Government agrees not to interfere in the distribution of the Kherâut lands; and it will pay, on all occasions, the utmost respect to the religious customs and prejudices of the Rajah and the inhabitants of the country.

ARTICLE XII.

The Rajah agrees, in the third article of this engagement to pay tribute to the British Government and for the purpose of securing the same, agrees to pay the said tribute to

A. D 1818.

Treaty with the Rajah of Dowleah and Purtaubgurh.

persons to be appointed to receive it on the part of the British Government; and in the event of any failure in the said payment the Rajah agrees that an agent on the part of the British Government be appointed to receive the tribute from the town duties of Purtaubgurh.

This engagement, consisting of twelve articles, has been this day settled by Captain James Caulfield, acting under the direction of Brigadier-General Sir John Malcolm, K. C. B. and K. L. S. on the part of the Honorable Company, and by Ram Chund Bhow on the part of Sumut Sing, Rajah of Dowleah and Purtaubgurh. Captain Caulfield has delivered one copy thereof, in English, Persian, and Hindu, signed and sealed by himself, to the said Ram Chund Bhow, to be forwarded to the Rajah of Dowleah and Purtaubgurh, and has received from the said Ram Chund Bhow, a counterpart of the said engagement, and sealed by him.

Captain Caulfield engages, that a copy of the said treaty, ratified by the Most Noble the Governor-General, in every respect a counterpart of the treaty now executed by himself, shall be delivered to Ram Chund Bhow, to be given to Samut Sing, Rajah of Dowleah and Purtaubgurh, within the period of two months; and on the delivery of such copy to the Rajah, the treaty executed by Captain Caulfield, under the immediate direction of Brigadier General Sir John Malcolm, K. C. B. and K. L. S., shall be returned: and Ram Chund Bhow, in like manner, engages that another copy of the said Treaty, by Samut Sing, Rajah of Dowleah and Purtaubgurh, in every respect the counterpart of the treaty now executed by himself, shall be delivered to Captain Caulfield, to be forwarded to the Most Noble the Governor-General, within the space of eight days from this date, and on the delivery of such copy to the Most Noble the Governor-General, the treaty executed by Ram Chund Bhow, by virtue of the full power and authority vested in him as above-mentioned, shall also be returned.

Done at Neemutch, this 5th day of October A. D. 1818, on the 4th day of Zehijj in the year of Hijeree 1233, corresponding to the 6th day of the month Asaujee Sud Chyte Sumbut 1875.

Ratified by his Excelleney the Most Noble the Governor-General in Council, at Fort William, this 7th day of November 1818.

A. D. 1818.

Additional article to the Supplementary Treaty with the Guickwar.

No. LXXXVIII.

ADDITIONAL ARTICLE TO THE SUPPLEMENTAL TREATY WITH THE GUICKWAR.

ADDITIONAL ARTICLE to the Supplemental Treaty, on a separate negociation concluded with his Highness Serjee Rao Guickwar, the successor of his late Highness Futteh Sing:

It having been stipulated in the fourth article of the foregoing Treaty,* that in exchange for the districts of Dubhoe, Bahaderpoor, and Sowlee, one-half of the city of Ahmedabad, and a part of the villages in the Guickwar's share of the pergunnah of Pitlaud, be ceded to the Honorable Company, the contracting parties, on further consideration, have substituted the following arrangement, including therein a cession on account of the Mogullae dues, in the districts belonging to the Guickwar in the Surat Attaveesey, which is agreed for in the fifth article of the same treaty, namely, the districts known as the Guickwar's Duscoorae (inclusive of Doomalla and Enam assignments) with the Havellie in the city and the Cusbah of Mottah, and the purgunnah of Jerkeysur in the Surat Attaveesey, as specified in the annexed detailed account of territories and rights so exchanged.

It being also mutually desirable, for the interest and convenience of both Governments, and to promote more effectually the consolidation of their power and authority, that the rights over the Cusbah town of Pitlaud should be transferred to one or either of the contracting parties, his Highness Anund Rao Guickwar Sena Khaskheyl Shumsheer Behauder has agreed to cede, in exchange for the Company's rights in the Cusbah of Pitlaud only, his rights in the Cusbah Town of Omrul.

Ratified by the Governor-General in Council, this 28th day of November 1818.

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* Vide Treaty dated 6th November 1817, page 225.

SCHEDULE B of the Funds assigned, and Territories ceded in perpetual Sovereignty, by his Highness Annund Rao Guickwar Sena Khaskheyl Shumsheer Behauder, to the Honorable English East-India Company, under the Supplemental Treaty, dated the 6th November 1817, corresponding with the 25th Zehijj 1232 Hejira or Sumbut 1873, in the month of Asrovin, in order to provide for the regular payment of the additional troops subsidized.

Districts composing the perpetual farm of Ahmedabad, ceded and accepted at Net Rupees 12,61,969. 2. 50., subject to all the conditions of the farm.

Half of the city of Ahmedabad, Peishwah's Duscoorae, pergunnahs Vurrungam, Puranteje and Peishwah's share in Hursole and Moorossa.....	Net Rupees 12,61,969 2 50
Paunch Mahls as follows:	
Mahmoodabad.....	
Alenah or otherwise Thasra.....	
Tasra.....	
Antrolee.....	
Balasinore and Veerpore.....	
Half of the town and pergunnah of Pitlaud.....	

No. LXXXIX.

TREATY WITH THE RAJAH OF DOONGERPORE, Dated the 11th December 1818.

A. D. 1818.

Treaty with the Rajah of Doongerpore.

TREATY between the Honorable the English East-India Company and Raee Raeeaun Maha Rawul Sree Jeswunt Sing, Rajah of Doongerpore, his heirs and successors, concluded on the part of the Honorable English East-India Company by Captain J. Caulfield, acting under the instructions of Brigadier-General Sir John Malcolm, K. C. B. and K. L. S. &c. &c., Political Agent for the Most Noble the Governor-General, and Raee Raeeaun Maha Rawul Sree Jeswunt Sing, Rajah of Doongerpore, on the part of himself, his heirs and successors, the said Brigadier-General Sir John Malcolm being invested with full powers and authority from the Most Noble Francis Marquis of Hastings, K. G., one of his Britanic Majesty's most Honorable Privy Council, appointed by the Honorable East-India Company to direct and control their affairs in the East-Indies.

ARTICLE I

There shall be perpetual friendship, alliance, and unity of interest, between the British Government and Maha

A. D. 1818. Rawul Sree Jeswunt Sing, Rajah of Doongerpore, his heirs and successors, and the friends or enemies of either of the contracting parties shall be the same to both.

Treaty with the Rajah of Doongerpore.

ARTICLE II.

The British Government engages to protect the principality and territory of Doongerpore.

ARTICLE III.

The Maha Rawul, his heirs and successors, will always act in subordinate co-operation with the British Government, and with due submission to its supremacy, and will not henceforth have any connexion with other Chiefs or States.

ARTICLE IV.

The Maha Rawul, his heirs and successors, shall remain absolute rulers of their territory and principality, and the civil and criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE V.

The affairs of the principality of Doongerpore shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of the Maha Rawul.

ARTICLE VI.

The Maha Rawul his heirs and successors, will not enter into negociation with any Chief or State without the sanction of the British Government; but his customary amicable correspondence with friends or relations shall continue.

ARTICLE VII.

The Maha Rawul, his heirs and successors, will not commit aggression on any one; and if any dispute accidentally arise with any one, the adjustment of it shall be submitted to the arbitration of the British Government.

ARTICLE VIII.

The Maha Rawul, his heirs and successors, agree to pay all tribute justly due to the State of Dhâr, or any other Power, up to the present time, to the British Government, by annual payments, to be regulated at the discretion of

the British Government, according as the Doongerpore State recovers its prosperity. A. D. 1818.

Treaty with the Rajah of Doongerpore.

ARTICLE IX.

The Maha Rawul, his heirs and successors, agree to continue to pay to the British Government, in lieu of its protection, and to defray the expenses it may be put, to a tribute to be regulated by the prosperity of his country, but never to exceed three-eighths of the actual revenue.

ARTICLE X.

The Maha Rawul, his heirs and successors, engage to afford what military force they may be possessed of, to the British Government upon its requisition.

ARTICLE XI.

The Maha Rawul, his heirs and successors, engage to discharge all Arabs, Menaunies, and Sindees, and to entertain no soldiers but natives of the country.

ARTICLE XII.

The British Government agrees not to countenance the connexions of the Maha Rawul who may be disobedient, but to afford him aid in bringing them under due control.

ARTICLE XIII.

The Maha Rawul agrees, in the ninth article of this Treaty, to pay tribute to the British Government; and for the purpose of securing the same, agrees to pay the said tribute to persons to be appointed to receive it upon the part of the British Government: and in the event of any failure in the said payment, the Maha Rawul agrees that an agent on the part of the British Government be appointed to receive the tribute from the town duties of Doongerpore.

This Treaty, consisting of thirteen articles, has been this day concluded by Captain J. Caulfield, acting under the direction of Brigadier-General Sir J. Malcolm, K. C. B. and K.L.S. &c. &c. and on the part of the Honorable East-India Company, and Maha Rawul Sree Jeswunt Sing, Rajah of Doongerpore, on behalf of himself, his heirs and successors. Captain Caulfield engages, that a copy of this Treaty, ratified by the Most Noble the Governor-General, shall be delivered to the Maha Rawul Sree Jeswunt Sing, Rajah of Doongerpore, within the period of two months, and on deli-

A. D. 1818. very of the same the present treaty, executed by Captain Caulfield, under the immediate direction of Brigadier-General Sir J. Malcolm, K. C. B. and K.L.S., shall be returned.

Treaty with the Rajah of Doongerpore.

The Maha Rawul has signed and sealed this treaty in the full possession of his faculties, and from his own free will and choice, as witness his hand and seal.

Done at Doongerpore, this 11th day of December, A. D. 1818, on the 12th of the month Suffer, in the year 1234 Hejira, corresponding to the 14th of Augun Sood, Sumbut 1875.

Ratified by his Excellency the Governor-General in Council, this 13th day of February, A. D. 1819.

No. XC.

TREATY WITH THE RAJAH OF DEWASS.

A. D. 1818.

Dated the 12th December 1818.

Treaty with the Rajah of Dewass.

ENGAGEMENT between the Honorable the East-India Company and the Maharajahs Tookoojee Powar and Anund Rao Powar, joint Rajahs of Dewass, their heirs and successors, settled by Lieutenant Alexander MacDonald, acting under authority from Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., Political Agent to the Most Noble the Governor-General, on the part of the Honorable the East-India Company, and Succa Ram Baupoo, on the part of the Maharajahs Tookoojee Powar and Anund Rao Powar, joint Rajahs of Dewass, the said Brigadier-General Sir John Malcolm being invested with full powers and authority from the Most Noble Francis Marquis of Hastings, K.G., one of his Majesty's Most Honorable Privy Council, Governor-General in Council, appointed by the Honorable Company to direct and controul all the affairs in the East Indies; and the said Succa Ram Baupoo being duly invested with full powers on the part of Tookoojee Powar and Anund Rao Powar, joint Rajahs of Dewass.

ARTICLE I.

The British Government will grant its protection to the Maharajahs Tookoojee Powar and Anund Rao Powar, joint Rajahs of Dewass.

ARTICLE II.

A.D. 1818.

Treaty with the Rajah of Dewass.

The Rajahs Tookoojee Powar and Anund Rao Powar engage, that in addition to the attendants of their persons and the Sebundies of the country, they will keep up and regularly pay fifty good horse and fifty foot, well armed, who shall be at the disposal of the British Government, and after three years, as the revenues of the aforesaid Rajahs of Dewass will be augmented by the increase of inhabitants and cultivation, one hundred horse and one hundred foot shall be kept up, and be at the disposal of the British Government.

ARTICLE III.

The British Government will protect the Rajahs of Dewass, in their present possession of the Mehals of Dewass, Sarungpore, Allote, Goorgoocheh, Rengnowde, Bunghowde, as well as the share of the collections, amounting to seven per cent of the third part of the province of Sundursee, belonging to the Rajah Ramchunder Rao Powar of Dhar, and an equal share, *viz.* seven per cent of the collection of the province of Doongelah, belonging to the aforesaid Rajah of Dhar. The British Government will further protect the Rajahs of Dewass against the attacks of enemies, and will aid them in the settlement of any of their rebellious subjects, and will mediate, in a just and amicable manner, any dispute that may arise between them and other States and petty chiefs

ARTICLE IV.

The Rajahs of Dewass engage, to have no intercourse or communication with any other States, and to enter into no affair of any magnitude, without the advice and concurrence of the said British Government.

ARTICLE V.

The British Government agrees to consider the Rajahs Tookoojee Powar and Anund Rao Powar in every respect the rulers of their present possessions, and engages to give no protection to any of their discontented relations or dependents, and not to interfere in the internal administration of the country,

ARTICLE VI.

The Rajahs of Dewass relinquish their claim of seven per cent on the collections of the province of Doongelah, belong-

A D. 1818 Treaty with the Rajah of Dewass.

ing to Rajah Ramchunder Rao Powar of Dhar, in favor of that chief, from the beginning of the year 1876 to the beginning of the year 1879 Beekur Matjeet, in order that the above said province, which is now entirely desolated, may be again inhabited; and after the expiration of these three years, the Rajahs of Dewass will consider themselves entitled to their share of seven per cent on whatever sum may be realized, after the deduction of expenses.

ARTICLE VII.

The Rajahs of Dewass, with a view to the improvement of their possessions, agree to act by an union of authority, and to administer the affairs of their provinces through one public minister or chief officer.

ARTICLE VIII.

This engagement, consisting of eight articles, has been this day settled by Lieutenant Alexander MacDonald, acting under the direction of Brigadier-General Sir John Malcolm, K. C. B. and K. L. S., Political Agent to the Most Noble the Governor-General on the part of the Honorable Company, and by Succa Ram Baupoo, on the part of Tookoojee Powar and Anund Rao Powar, joint Rajahs of Dewass. Lieutenant MacDonald has delivered one copy thereof, in English, Persian, and Mahratta, signed and sealed by himself, to the said Succa Ram Baupoo, to be by him delivered to the Maharajahs Tookoojee Powar and Anund Rao Powar, and has received from the said Succa Ram Baupoo a counterpart of the said engagement, signed and sealed by himself.

Lieutenant MacDonald engages, that a copy of the said engagement, ratified by the Most Noble the Governor-General, in every respect a counterpart of that now executed by himself, shall be delivered, through Succa Ram Baupoo, to the Maharajahs Tookoojee Powar and Anund Rao Powar within the period of two months, and on the delivery of such copy to the Maharajahs, this engagement, executed by Lieutenant MacDonald, under the immediate direction of Brigadier-General Sir John Malcolm, shall be returned; and Succa Ram Baupoo in like manner engages, that another copy, ratified by the Maharajahs Tookoojee Powar and Anund Rao Powar, in every respect the counterpart of the engagement now executed by himself, shall be delivered to Lieutenant MacDonald, to be forwarded to the Most Noble the Governor-General within the space of the following day (to-morrow), and on the delivery of such copy to the Most Noble the Governor-General, the engagement

executed by Succa Ram Baupoo, by virtue of the full power and authority vested in him as above mentioned, shall also be returned.

A. D. 1818. Treaty with the Rajah of Dewass.

Ratified by the Governor-General in Council at Fort-William, this 12th day of December 1818.

No. XCI.

TREATY WITH THE RAJAH OF JUSSELMERE,

Dated the 12th December 1818.

A. D. 1818. Treaty with the Rajah of Jusselmere.

TREATY between the Honorable English East-India Company and Maha Rawul Moolraj Behauder, Rajah of Jusselmere, concluded on the part of the Honorable Company by Mr. Charles Theophilus Metcalfe, in virtue of full powers granted by his Excellency the Most Noble the Marquis of Hastings, K.G., Governor-General &c., and on the part of the Maha Rajah Dilraj Maha Rawul Moolraj Behauder, by Misr Motee Ram and Thakoor Dowlut Sing, according to full powers conferred by the Maha Rawul.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests, between the Honorable English Company and Maha Rawul Moolraj Behauder, the Rajah of Jusselmere, and his heirs and successors.

ARTICLE II.

The posterity of Maha Rawul Moolraj shall succeed to the principality of Jusselmere.

ARTICLE III.

In the event of any serious invasion directed towards the overthrow of the principality of Jusselmere, or other danger of great magnitude occurring to that principality, the British Government will exert its power for the protection of the principality, provided that the cause of the quarrel be not ascribable to the Rajah of Jusselmere.

ARTICLE IV.

The Maha Rawul, and his heirs and successors, will always act in subordinate co-operation with the British Government, and with submission to its supremacy.

A. D. 1818.

Treaty with the Rajah of Jusselmere.

ARTICLE V.

This Treaty, of five Articles, having been settled, signed, and sealed, by Mr. Charles Theophilus Metcalfe and Misr Mŏtee Ram and Thakoor Dowlut Sing, the ratification of the same by his Excellency the Most Noble the Governor-General, and Maharajah Dehrary, Maha Rawul Moolraj Behauder, shall be exchanged in six weeks from the present date.

Done at Delhi, this 12th day of December, Anno Domini 1818.

Ratified by the Governor-General in Council at Fort-William, this 2d day of January 1819.

No. XCII.

A. D 1818.

Treaty with the Rajah of Banswarra.

TREATY WITH THE RAJAH OF BANSWARRA,

Dated the 25th December 1818.

TREATY between the Honorable East-India Company and Raee Raeaun Maha Zawul Sree Omed Sing, Rajah of Banswarra, his heirs and successors, concluded on the part of the Honorable East-India Company by Captain James Caulfield, under authority from Brigadier-General Sir John Malcolm, K. C. B. and K. L. S., Political Agent for the Most Noble the Governor-General, and Raee Raeaun Maha Rawul Sree Omed Sing, Rajah of Banswarra, on his own part and that of his heirs and successors, the said Brigadier-General Sir John Malcolm being invested with full powers and authority from the Most Noble Francis Marquis of Hastings, K. G., one of his Brittanic Majesty's Most Honorable Privy Council, appointed by the Honorable East-India Company to direct and controul all their affairs in the East-Indies.

ARTICLE I.

There shall be perpetual alliance, friendship, and unity of interests, between the British Government and Maha Rawul Sree Omed Sing, Rajah of Banswarra, his heirs and successors, and the friends and enemies of either of the contracting parties shall be the same to both.

A. D. 1818.

Treaty with the Rajah of Banswarra.

ARTICLE II.

The British Government agrees to protect the principality and territory of Banswarra.

ARTICLE III.

The Maha Rawul, his heirs and successors, will always act in subordinate co-operation with the British Government and with due submission to its supremacy, and will not henceforth have any connexion with any other Chief or State.

ARTICLE IV.

The Maha Rawul, his heirs and successors, shall remain absolute rulers of their territory and principality, and the civil and criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE V.

The affairs of the principality of Banswarra shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of Maha Rawul.

ARTICLE VI.

The Maha Rawul, his heirs and successors, will not enter into negociations with any Chief or State without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

ARTICLE VII.

The Maha Rawul, his heirs and successors, will not commit aggressions upon any one; and if any dispute accidentally arise with any one, the adjustment of it shall be submitted to the arbitration of the British Government.

ARTICLE VIII.

The Maha Rawul, his heirs and successors, engage to pay to the British Government all arrears of tribute to the Rajah of Dhar, or any other State, in such annual payments, and at such periods as his income may admit of, it being left to the discretion of the British Government to fix the same.

A. D. 1818.

Treaty with the Rajah of Banswarra.

ARTICLE IX.

The Maha Rawul, his heirs and successors, to continue the payment of tribute to the British Government, which tribute is to increase annually, as the territory of Banswarra recovers its prosperity, till it rises at whatever amount the British Government may deem adequate to cover the expense incurred by protecting the State of Banswarra, provided that such tribute does not exceed three-eights of the revenue of the country.

ARTICLE X.

The Maha Rawul, his heirs and successors, agree that the military force of the country shall always be at the disposal of the British Government.

ARTICLE XI.

The Maha Rawul, his heirs and successors, agree never to entertain in their service any Arabs, Moocranies, Sindees, or other foreign troops, but that their army shall be composed of the military class of the inhabitants of the country.

ARTICLE XII.

The British Government is not to countenance the connexions or relations of the Maha Rawul, his heirs and successors, who may prove disobedient, but afford to the Maha Rawul aid in bringing them under due control.

ARTICLE XIII.

The Maha Rawul, in the ninth Article of this Treaty, agrees to pay tribute to the British Government; and for the purpose of securing the same, agrees that, in the event of delay or failure in the said payment, an agent on the part of the British Government be stationed at Banswarra, to receive the collections levied at the Chubootra and its dependent Nakas.

This Treaty, consisting of thirteen Articles, has this day been settled by Captain James Caulfield, acting under the direction of Brigadier-General Sir John Malcolm, K. C. B. and K. L. S., on the part of the Honorable East-India Company, and Raee Raeeaun Maha Rawul Sree Omed Sing, Rajah of Banswarra; on the part of himself, his heirs and successors. Captain Caulfield has delivered one copy thereof in English, Persian, and Hindoostanee, signed and sealed by himself, to the said Maha Rawul Sree Omed Sing, from whom he has received a counterpart of the same, bearing his seal and signature.

A. D. 1818.
Treaty with the Rajah of Banswarra.

Captain Caulfield engages that a copy of the said Treaty, ratified by the Most Noble the Governor-General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to the Maha Rawul Sree Omed Sing, within the space of two months from this date, upon which the Treaty executed by Captain Caulfield shall be returned. This treaty has been concluded by Maha Rawul Sree Omed Sing by his own free and unbiassed will, whilst in the full possession of his faculties.

Done at Banswarra, this 25th day of December, A. D. 1818, on the 24th day of the month Suffer, in the year 1234 Hijeræ, corresponding to the 13th day of the month of Poos 1875 Sumbut.

Ratified by his Excellency the Governor-General in Council this 13th day of February, A. D. 1819.

No. XCIII.

TREATY WITH THE RAJAH OF DHAR.

Dated the 10th January 1819.

A. D. 1819.
Treaty with the Rajah of Dhar.

TREATY between the Honorable the English East-India Company and Ramchunder Rao Powar, Rajah of Dhar, his heirs and successors, concluded on the part of the Honorable East-India Company by Brigadier-General Sir John Malcolm, K. C. B. and K. L. S. Political Agent of the Most Noble the Governor-General, and Bapoo Ragonaut, on the part of Ramchunder Rao Powar, Rajah of Dhar; the said Brigadier-General Sir John Malcolm, being invested with full power and authority by the Most Noble Francis Marquis of Hastings, K. G., one of his Brittanic Majesty's Most Honorable Privy Council, appointed by the East-India Company to direct and controul their affairs in the East-Indies, and the said Bapoo Ragonaut being invested with like powers and authority from Ramchunder Rao Powar, Rajah of Dhar.

ARTICLE I.

There shall be perpetual peace, friendship, and unity of interest, between the British Government and Ramchunder Rao Powar, Rajah of Dhar, his heirs and successors, and the friends and enemies of the one State shall be the friends and enemies of the other.

A. D. 1819.

Treaty with the Rajah of Dhar.

ARTICLE II.

Ramchunder Rao Powar, Rah of Dhar, agrees to act in subordinate co-operation with the British Government, and to have no intercourse or alliance, private or public, with any other State, but secretly and openly to be the friend and ally of the British Government; and at all times, when that Government shall require, the Rajah of Dhar shall furnish troops (infantry and horse) in proportion to his ability.

ARTICLE III.

The British Government agrees to protect the State of Dhar and its dependencies, *viz.* Budnawar, Birseah, Kocksee, Derhampore, Sooltanabad, Bulkia, Nulcha, Loharee, and Khurwarrah, in the province of Joswut, and Lall Gurh, Doongla, and to secure them and the tribute of Allee to Ramchunder Rao Powar, Rajah of Dhar, his heirs and successors.

ARTICLE IV.

The British Government agrees to make Jeswunt Sing, Rajah of Allee, restore the pergunnah of Kooksee and tribute of Allee to Ramchunder Rao Powar, Rajah of Dhar, and further to aid the said Rajah of Dhar in all his ligitimate claims upon the Rajpoot Chiefs of Budnawar.

ARTICLE V.

Ramchunder Rao Powar, Rajah of Dhar, agrees, upon the part of himself, his heirs and successors, to make over to the British Government, in lieu of the expense it may occur by protecting his country, all his tributary rights on the principalities of Banswarra and Doongerpore.

ARTICLE VI.

The British Government agrees to restore to Ramchunder Rao Powar, Rajah of Dhar, the province of Birseah, lately conquered from the Pindarries, upon the following stipulations, *viz.* that the British Government retain possession of the aforesaid pergunnah for a term of five years, commencing from the 29th day of March A. D. 1819, corresponding to the month of Chyte Soodie Pourrah 1876 Sumbut Bicker Majete, and to the 29th day of the month Jemadee ool awul, 1234 Hejiree, for the purpose of liquidating a loan of two lacs and fifty thousand Haullee rupees to be made by the British Government to the State of Dhar. Upon the expiration of the above term, on the 29th of March

A. D. 1819.

Treaty with the Rajah of Dhar.

A. D. 1824, corresponding to the 29th of Jemade ool awul 1239 Hejiree, all the gain or loss occurring from the possession of the pergunnah to belong exclusively to the British Government, which is to have the option of continuing to hold the pergunnah from the Dhar Government, or to let it to any other State, as it may deem expedient, it being distinctly understood, that Ramchunder Rao Powar, Rajah of Dhar, his heirs and successors, are to have no claim to exercise authority in the said pergunnah which is to be confined to the management of the British Government, which will pay to the Dhar State the revenue and produce of the said Government.

This Treaty, consisting of six Articles, has this day been settled by Brigadier-General Sir John Malcolm, K. C. B. and K. L. S., Political Agent for the Most Noble the Governor-General, on the part of the Honorable the English East-India Company, and Bapoo Ragonaut on the part of Ramchunder Rao Powar, Rajah of Dhar, his heirs and successors. Brigadier-General Sir John Malcolm, K. C. B. and K. L. S., has delivered one copy thereof, in English, Persian, and Hindoostanee, signed and sealed by himself, to the said Bapoo Ragonaut, from whom he has received a counterpart of the same, bearing his seal and signature, and confirmed by that of Ramchunder Rao Powar, Rajah of Dhar.

Brigadier-General Sir John Malcolm, K. C. B. and K. L. S., engages that a copy of the said Treaty, ratified by the most Noble the Governor-General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Bapoo Ragonaut within the space of two months from this date, upon which the one now executed shall be returned.

Done at Buduawar, this 10th day of January A. D. 1819, corresponding to the 12th of the month Rubee ool awul, 1234 Hejiræ, and to Poos Loodie Sumbut 1875 Biker Majete.

Ratified by his Excellency the Most Noble the Governor-General in Council, this 13th day of March 1819.

No. XCIV.

A. D. 1819.

Treaty with the Regency of Sawunt Warree.

TREATY WITH THE REGENCY OF SAWUNT WARREE.

Dated the 17th February 1819.

TREATY between the Honorable East-India Company and the Regency of Sawunt Warree, on the part of the Rajah Khaim Sawunt Bhonsla, settled by Major-General Sir William Grant Keir, K. M. T., on the part of the British Government, and by Rajah Khaim Sawunt Bhonsla, on the part of the Government of Sawunt Warree, by virtue of full powers from the British Government on the one part, and with the concurrence and consent of the Regency of Sawunt Warree on the other.

ARTICLE I.

There shall be perpetual peace and friendship between the British Government and the State of Sawunt Warree.

ARTICLE II.

The British Government engages to protect the principality and the territory of Sawunt Warree.

ARTICLE III.

The Regency, on the part of Rajah Khaim Sawunt Bhonsla agrees to act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connexion with other Chiefs and States.

ARTICLE IV.

The Regency, on the part of Rajah Khaim Sawunt Bhonsla agrees not to enter into negociations with any Chief or State, without the knowledge or consent of the British Government.

ARTICLE V.

The Regency, on the part of Rajah Khaim Sawunt Bhonsla, agrees not to commit aggressions on any one: they shall be submitted to the arbitration and award of the British Government.

ARTICLE VI.

The Rajah, and his heirs and successors, shall remain absolute rulers of the country, and the jurisdiction of the

British Government shall not be introduced into that principality. A. D. 1819.

Treaty with the Regency of Sawunt Warree.

ARTICLE VII.

The Treaty of ten Articles, concluded at Mardoor between Captain Courtland Schuyler and Rajah Pond Sawunt Bhonsla, on the 3d October 1812, is hereby confirmed; but Rajah Khaim Sawunt Bhonsla having perfect confidence in the justice of the British Government, agrees that if any of his subjects be guilty of crimes within the territories of the British Government they shall be tried and punished by the officers of the British Government.

ARTICLE VIII.

Whereas frequent depredations have been committed in the British territory by subjects of the State of Sawunt Warree, the Regency, on the part of Rajah Khaim Sawunt Bhonsla, agrees never to employ in the service of the Government of Sawunt Warree, Sumbajee Sawunt or Babna Gopaul, the principal instigators of these depredations. The Regency further engages to deliver up to the British Government, such of the perpetrators of those depredations as may be in their power to apprehend, and whose names have been given in by Major-General Sir William Grant Keir, K. M. T. It is further stipulated and agreed, that all subjects of the State of Sawunt Warree, who may in future be guilty of plundering the territories of the British Government or any of its allies, are to be given up to the British Government to be punished according to the laws of that Government; and in the event of the real criminals not being given up, the amount of the property plundered is to be paid by the Government of Sawunt Warree to the British Government.

ARTICLE IX.

The Regency, on the part of Rajah Khaim Sawunt Bhonsla, cedes in perpetuity to the British Government, the forts of Barree (Eshwuntgurh) and Newtee, together with the lands round those forts which have hitherto belonged to their jurisdiction, comprehending the districts of Pant and Ajgaum, and the whole line of sea coast from the Cartee river to Vingorla, and from Vingorla to the Portuguese territory; and as Sumbajee Sawunt and Babna Gopaul are unable to reimburse the claims of the British Government, out of consideration to the Rajah Khaim Sawunt Bhonsla, those claims are expressly relinquished on the part of the British Government.

A. D. 1819.

Treaty with the Regency of Sawunt Warree.

ARTICLE X.

As a further security against a renewal of the depredations committed by the subjects of the Sawunt Warree Government, the Regency, on the part of Rajah Khaim Sawunt Bhonsla, agrees to admit any British detachment that may be thought necessary by the British Government into any part of the territory of Sawunt Warree, and to afford it every assistance in seizing plunderers and freebooters.

Concluded at Majgaum, the 17th February 1819.

The above Treaty, consisting of ten articles, was agreed to by Rajah Khaim Sawunt Bhonsla Bubaudoor Seer Dayshaee, with the approval of Nurbudda Baee and Saveetree Baee.

A. D. 1819.

Letter from Raghojee Angria.

TRANSLATION of a letter from Raghojee Angria of Colaba to the Right Honorable the Governor, dated the 12th Shawl, 1234 of the Hejira, or 4th August 1819, A. D.

I beg to state, that this Government having concluded a settlement of the concern, of Venaik Pursuram Dewanjee, addressed a letter to the Honorable Mountstuart Elphinstone at Poona, bearing date the 27th Jemadee ool awul; for the satisfaction of the said Dewanjee, and a copy of the reply, dated the 14th Jemadee ool akhir (the 11th of April 1819), is transmitted to your Excellency. It is therein suggested, that I should not only make known to your Excellency the amount of the debt, but also (my intention) that the Dewanjee should be secured against molestation from the State of Colaba, on which your Excellency would set his mind at rest; and I have accordingly to request that the Honorable Company's Government will give him that assurance, both in regard to the amount of his debt, for which a memorandum has been granted under my seal (*Mortab*), as admitted on adjustment, and that no molestation shall be offered to him by the State of Colaba.

A. D. 1819.

Letter from Mr. Elphinstone.

TRANSLATION of a copy of a letter from the Honorable Mountstuart Elphinstone to Raghojee Angria, dated 11th April 1819, corresponding with the 14th Jemadee ool Akhir.

I have received your letter, dated the 27th Jemadee ool awul (4th April 1818), noticing that Vinaik Pursuram, the Dewanjee, having during the administration of the late Moorarjee Angria been extremely useful, and having

preserved the State of Colaba by maintaining the alliance with the Honorable Company, when Bajee Rao subsequently broke with the Honorable Company and commenced hostilities, certain allowances and enams had been granted to him, as well as to Bapoojee Bullal and others connected with him, by the Government of Colaba, as detailed in a separate memorandum, which were to be enjoyed by the respective parties and their heirs unmolested, even though the said Dewanjee should no longer act in the administration; that his claims against the State should be satisfied according to what might appear to be justly due, and that he should be protected by it, whenever occasion might render such protection necessary; requesting, at the same time, that the Honorable Company's Government satisfy him on these points. In consequence of this application, I have affixed my signature, as guarantee to the memorandum of the enams and allowances granted to him and to his dependents, which was transmitted under your Mortab (seal), amounting to Rupees 15,001: but as you have omitted to state the amount of the debt, and confined yourself to a declaration that protection would be extended to his concerns, I am unable, under such general expression, to satisfy him on this point; I therefore request, that you will communicate the amount of your debt to the Right Honorable Sir Evan Nepean, Bart., who will not only satisfy him in this respect, but also that he will not be subjected to any unmerited harsh treatment from the State of Colaba.

A. D. 1819.

Letter from Mr. Elphinstone.

No. XCV.

TREATY WITH THE RAJAH OF SATTARAH.

Dated the 25th September 1819.

A. D. 1819.

Treaty with the Rajah of Sattarah.

TREATY of perpetual Friendship and Alliance between the Honorable East-India Company and his Highness Maharajah Pertaub Shean, his heirs and successors, concluded at Sattarah the 25th September 1819, *by Captain James Grant, Political Agent on the part of the Honorable East-India Company, and Wittul Punt Furnaweese, on the part of the Rajah, by virtue of full powers from their respective Governments.*

Whereas the British Government having determined, in consideration of the antiquity of the houses of his Highness the Rajah of Sattarah, to invest him with a sovereignty sufficient for the maintenance of his family in comfort

A. D. 1819. Treaty with the Rajah of Sattarah.

and dignity, the following articles have been agreed to between the said Government and his Highness.

ARTICLE I.

The British Government agrees to cede in perpetual sovereignty to the Rajah of Sattarah, his heirs and successors, the districts specified in the annexed schedule.

ARTICLE II.

The Rajah, for himself, and for his heirs and successors, engages to hold the territory in subordinate co-operation with the British Government, and to be guided in all matters by the advice of the British agent at his Highness's court.

ARTICLE III.

The British Government charges itself with the defence of the Rajah's territories, and engages to protect his Highness from all injury and aggression. The Rajah, for himself, and for his heirs and successors, engages to afford every facility to the purchase of supplies, for such troops as may be stationed in his country or may pass through it, and the pasture lands now appropriated for the use of the troops, are to be permanently given up to them. The Rajah likewise, for himself, and for his heirs and successors, engages to afford all assistance in his power to the British Government, in all wars and military operations in which it may be engaged.

ARTICLE IV.

His Highness, for himself, and for his heirs and successors, engages at no time to increase or diminish the military force, without the previous knowledge and consent of the British Government.

ARTICLE V.

The Rajah, for himself, and for his heirs and successors, engages to forbear from all intercourse with foreign powers, and with all Sirdars, Jaggeerdars, Chiefs, and Ministers, and all persons of whatever description, who are not by the above articles rendered subject to his Highness's authority. With all the above persons his Highness for himself, and for his heirs and successors, engages to have no connexion or correspondence. Any affairs that may arise with them relating to his Highness, are to be exclusively conducted by the

British Government. If (for the purpose of forming matrimonial connexions for his Highness's family, or for any similar purpose) his Highness has occasion to communicate with persons not rendered subject to his authority by this agreement, such communication is to be made entirely through the political agent.

This article is a fundamental condition of the present agreement, and any departure from it on the Rajah's part, shall subject him to the loss of all the advantages he may gain by the said agreement.

ARTICLE VI.

The Rajah shall ultimately have the entire arrangement of the country now ceded to him; but as it is necessary, on account of the recent conquests of the country, that it should at first be governed with particular care and prudence, the administration will, for the present, remain in the hands of the British political agent. That officer will, however, conduct the Government in the Rajah's name, and in consultation with his Highness; and in proportion as his Highness and his officers shall acquire experience, and evince their ability to govern the country, the British Government will gradually transfer the whole administration into their hands. He will, however, at all times attend, as above agreed, to the advice which the British political agent shall offer him, for the good of his State and for the maintenance of general tranquility.

ARTICLE VII.

The possessions of the Jaggeerdars within his Highness's territory are to be under the guarantee of the British Government; which, on the other hand, engages to secure their performing the service which they owe to his Highness according to established custom.

ARTICLE VIII.

All persons guilty of murder, treason, robbery, or other great offences, who may fly from the territories of the Company into those of the Rajah, are to be given up to the British Government. In like manner, all criminals, as above described, who may fly into the territories of the British Government, are to be given up to the Rajah. For the better execution of justice and prevention of crimes, the Rajah consents that the officers of the British Government may pursue such criminals and apprehend them in his territory.

A. D. 1819.

Treaty with the Rajah of Sattarah.

ARTICLE IX.

The Gauts are to be the general boundary of the Rajah's territory towards the Concan. Where no specific exception is made, those mountains are to be included within his Highness's territory.

A survey is to be undertaken as soon as convenient, to fix the frontier where the mountains run into the plain. The British Government reserves to itself the right of retaining such portions of the mountains, so situated, as may be necessary to make a clear frontier, or for other purposes.

The British Government also reserves to itself the right of cutting timber on the western sides of the Gauts. The customs in the line of Gauts are to be levied by the Company, and an equivalent allowed to the Rajah.

ARTICLE X.

The Honorable Company and the Rajah agree to enter, as soon as may be convenient, on a commercial treaty; and, in the mean time, the Rajah, for himself, and for his heirs and successors, engages to adopt the same system with regard to customs, as that which may be adopted by the British Government in its adjoining territories.

ARTICLE XI.

This Treaty, consisting of eleven articles, being this day settled and concluded at Sattarah, by Captain James Grant and Wittul Punt Furnaweese, Captain Grant has delivered to his Highness Maharajah Pertaub Shean, a copy of the same in English, Mahratta and Persian, under the seal and signature of the said Captain James Grant; and his Highness Maharajah Pertaub Shean has delivered to the said Captain James Grant another copy, also in English, Maharatta and Persian, bearing his Highness's seal and signature; and the aforesaid Captain James Grant has engaged to procure and deliver to his Highness, without delay, a copy of the same, duly ratified by his Excellency the Most Noble Francis Marquis of Hastings, K. G., one of his Brittanic Majesty's Most Honorable Privy Council, Governor-General in Council, appointed by the Honorable Company to direct and control all their affairs in the East-Indies, Commander-in-Chief of his Majesty's and the Honorable Company's Forces, &c. on the receipt of which by his said Highness, this said Treaty shall be deemed complete and binding on the Honorable East-India Com-

pany and on his Highness Rajah Pertaub Shean, and the copy now delivered to his said Highness shall be returned. A. D. 1819. Treaty with the Rajah of Sattarah.

Ratified by the Governor-General in Council, this 27th day of November 1819.

SCHEDULE of the Territory and Revenue ceded to his Highness Maharajah Pertaub Shean of Sattarah, by the first Article of the Treaty concluded at Sattarah, the 25th September 1819, and to which this Schedule is annexed. Schedule of Territory and Revenue ceded to Maharajah Pertaub Shean.

1. That portion of Nurthuree in the Poona Prant, and that share of Seerwul which lies south of the Neera river.

2. The whole of the Woee Prant, including the following nine turruffs, *viz.*

1. Kuwullee,	4. Kory Gaom,	7. Purelee,
2. Waghsowlee,	5. Sattarah,	8. Koodal,
3. Neemb,	6. Mehra,	9. Wundun.

3. The whole of the Jowlie Soobeh, from the line at which the Gauts join the plain in the Concan, and including the following nine turruffs, *viz.*

1. Baruh Moorree,	4. Alagaom,	7. Bamuhowlee,
2. Sonat Salsay,	5. Kerumb Khora,	8. Kandat Khora,
3. Tomb,	6. Hailwuk,	9. Zore Khora.

The forts of Pertaubgurh, Wassota, Byroogurh, and Prichetgurh, are exceptions to this. These four forts are to be garrisoned and held by the British Government during its pleasure; but the lands immediately attached to them, and within the line aforesaid, are to belong to the Rajah.

4. The whole of the Prant Kurrar, including the following ten turruffs, *viz.*

1. Oomruz,	5. Murlee,	9. Kola,
2. Targaom,	6. Patun.	10. Barsa.
3. Naneyhole,	7. Waroon,	
4. Tarela,	8. Huweelee,	

5. The whole of Kuttoo Dis, including the following twelve turruffs, *viz.*

1. Hawelee,	5. Nunsur,	9. Eetah,
2. Malowree,	6. Mainee,	10. Kurraigaom,
3. Waugee,	7. Lulgoona,	11. Kaleedoon,
4. Balownee,	8. Ouna,	12. Kanapore.

Schedule of Territory and Revenue ceded to Maharajah Pertaub Shean.

6. The whole of Fultun Dis.

7. The whole of Maun Dis, including the following ten turruffs, *viz.*

1. Auklooz,	5. Atparee,	9. Kassagaom,
2. Balawnee,	6. Dehgaom,	10. Punderpore.
3. Velapore,	7. Dhurumpooree,	
4. Muswar,	8. Nazera.	

8. The following turruffs and villages in the pergunnah of Beejapore, *viz.*

1. Saugola, 2. Gerdee, 3. Brimmapoorhee.

In Munguluchra the whole village of Koopsaugee: and the Rajah having been told that his frontier should extend from the Kistna and Warna on the south, to the Neera and Beema on the north, and from the western Gauts or Shyadree Hills on the west to the city of Punderpore on the east, exclusive of Jaggeers, there will be some additional territory made over to him from the province of Beejapore, to be hereafter specified, but of which the revenue shall not be less than one lac of rupees.

9. *The following turruffs and villages in the Prant Merech, viz.*

1st. Kuryat Anjinuee village of Bunoor.

2nd. Kuryat Visapore Umul, and shares of five villages, *viz.*

1. Attay,	3. Nimuluck,	5. Seergaom,
2. Audeelee,	4. Neem,	

3rd. Bellawree Umul, and shares in seven villages, *viz.*

1. Bellawree,	4. Gagoom,	6. Doodhoondie,
2. Dyaharee,	5. Taaparee.	7. Bambouree.
3. Dooharee.		

4th. Keiry at Kowtah Mahungkul Umul, and shares of six villages, *viz.*

1. Nunnee,	3. Kawlapore,	5. Mudgaomkee,
2. Bedree,	4. Shergaom,	6. Nagaom,

5th. Astah Umul, and shares of seven villages, *viz.*

1. Tanbulwaree,	4. Sakurday,	6. Malwaree,
2. Koondulwaree	5. Yeet Kurree,	7. Pokurnee.
3. Dhowlee,		

6th. Sauglee Umul, and shares in two villages, *viz.*

1. Bissoor, 2. Sumdowlee.

Schedule of Territory and Revenue ceded to Maharajah Pertaub Shean.

7th. Kuryat Kowtah Yekund Umul, and share of the village Wusugra.

8th. Hewelee Umul, and shares in three villages, *viz.*

1. Hatnowlee, 2. Alass, 3. Nagaom.

9th. Tasgaom Umul, and shares in four villages, *viz.*

1. Poondee.
2. Chinchenee,
3. Paray,
4. Mungrool.

10. Sawarday Umul, and shares of three villages, *viz.*

1. Kusba Sawarday, 2. Lowrie. 3. Dorlie,

11. Dehsing village of Kurotee Umul, in the following thirteen retained villages, *viz.*

1. Nagrally,
2. Keittao,
3. Sawulwaree,
4. Tahree,
5. Kumboojee,
6. Baumie,
7. Nilgee,
8. Tanug,
9. Taklee,
10. Saolee,
11. Benapore,
12. Belwaree,
13. Kajapore,

10. The following turruffs and villages in the Prant Panalla, *viz.*

1st. Turruff Walwa.

2nd. Kuryat Bajey Umul, and shares in four villages, *viz.*

1. Bouncha,
2. Pete,
3. Akulcope,
4. Peeraukowtah.

3rd. Wurgaom Umul, and shares of two villages, *viz,*

1. Sheegaom. 2. Konygaom.

4th Kodawlee Umul, and shares of two villages, *viz.*

1. Kurujawray, 2. Chickoonday.

5th. Turruff Huvellie, one village, *viz.* Koorlup.

6th. Kuryat Tulbeer, the whole of the following five villages, *viz.*

1. Tulbar,
2. Moonday,
3. Masgaom,
4. Osrul,
5. Kurewlay and Umul in the village of Vellum.

7th. Kuryat Kasseegaom, the following six villages, *viz.*

1. Kasseegaom,
2. Rehtra Hurwaks,
3. Yeray,
4. Thenowly,
5. Tombway.
6. Malkheer.

Schedule of Territory and Revenue ceded to Maharajah Pertaub Shean.

8th. Kuryat Satwa Umul, in the village of Manglay.

9th. The whole of the pergunnah of Serata.

11. The following turrufs and villages in the Prant Raeebany.

1st. Kuryat Vandhere Umul, and shares in the following three villages, *viz.*

1. Koorjeegoam,
2. Monela,
3. Chinchiney, and the village of Wureea.

12. The following villages in the Prant Nagul.

1st. Kuryat Degruz Umul, and shares of four villages, *viz.*

1. Dhongur Sonee,
2. Boorlee,
3. Kusba Degruz
4. Baregaom,

2d. Kuryat Majree Umul, in the village of Aklee.

13. The following villages in the Prant Hookaree.

1st. Kuryat Dadgaom Umul, and shares of three villages, *viz.*

1. Kusba Dadgaom,
2. Borregaom Doputt,
3. Burkibey and the whole of the Kusba of Saluz.

2nd. Kuryat Joogul Umul, in the village of Mungawuttee.

Together with the possessions of the Rajah of Akulcote, the Punt Suchew, the Prithee Nidhee, and the Jaggeer of the Duflays in the pergunnah of Ihutt.

Such villages as belong to the Putwurdhuns, within the boundaries of any of the abovementioned pergunnahs, are to be continued to be possessed by them, subject to such exchanges as the British Government may see fit; and, in like manner, such villages as are mentioned in this Schedule, and now ceded to the Rajah, which may be situated within the pergunnahs, or turrufs belonging to the British Government or the Putwurdhuns, will be liable to such exchanges as the British Government may deem proper for the general convenience of parties concerned.

The Rajah shall have power to make such exchanges with the Rajah of Akulcote, the Punt Suchew, and the

Jaggeerdars subject to his authority, as may be desirable to the parties concerned, for the purpose of consolidating their respective possessions; provided that such exchanges be undertaken with the immediate concurrence of the agent of the British Government:

Schedule of Territory and Revenue ceded to Maharajah Pertaub Shean.

No. XCVI.

TREATY WITH THE CUTCH GOVERNMENT,

Dated the 13th October 1819.

A. D. 1819.

Treaty with the Rajah of Cutch.

TREATY of Alliance between the Honorable East-India Company and his Highness Maharajah Mirza Rao Sree Dessuljee, his heirs and successors, concluded by Captain James MacMurdo on the part of the Honorable Company, and by Jhargas Purthirajjee, Nijerajjee, Meramajee, Pragjee, Mokajee, Allyajee Nonghunjee, Bhaujee and Jemuljee, by virtue of full powers from their respective Governments.

Whereas a Treaty of Alliance, consisting of thirteen Articles, was concluded on the 16th January 1816, with two supplementary Articles, under date 18th June 1816, between the Honorable East-India Company, and the Maharajah Rao Bharmuljee and his successors. In consequence, however, of the hostile conduct of the said Rao towards the Honorable Company, and his tyranny and oppression to his Bhyaut, it has become necessary for the stability of the alliance between the contracting parties, to make certain alterations in the abovementioned Treaty.

ARTICLE I.

It is hereby declared, that all Articles of the aforesaid Treaty which are not modified or superseded by any of the Articles in the present Treaty: shall be considered good and valid.

ARTICLE II.

Agreeably to the desire of the Jharijee Bhyaut, the Honorable Company agree in declaring Bharmuljee to have forfeited all claims to the Guddee of Cutch, and he is accordingly solemnly deposed. The said Bharmuljee shall reside in Bhooj as a state prisoner, under a guard of British troops, subject however to be removed to a place of further security, in the event of his being implicated in any in-

A. D. 1819. Treaty with the Rajah of Cutch.

trigue, the Cutch Government agreeing to pay annually the sum of thirty-six thousand couries, through the Honorable Company, for the subsistance of the said Bharmuljee.

ARTICLE III.

The infant Son of the late Rao Bharmuljee having been unanimously elected by the Jharijee Chiefs to succeed to the vacant throne, he and his legitimate offspring are accordingly acknowledged by the Honorable Company as the lawful sovereigns of Cutch, under the name and title of Maharajah Mirza Rao Dessuljee.

ARTICLE IV.

In consequence of the minority of the present Rao Dessul, the Jharijee Bhyaut, with the Honorable Company's advice determines that a Regency shall be formed, with full powers to transact the affairs of the Government. The following are chosen as the members of the said Regency: Jharijee Nejerajjee of Soomri Roha, Jharijee Pruthirajjee of Nengercha, Rajgore Odhowjee Stirbhoy, Meta Luckmidass Ullubjee, Khuttree Ruttonsi Jettani, and the British Resident for the time being. These six persons are entrusted with the executive management of the Government of Cutch; and in order that they may perform the service of the State with effect, the Honorable Company agree to afford the Regency its guarantee, until the Rao completes his twentieth year, when the minority ceases.

ARTICLE V.

The Honorable Company engages to guarantee the power of his Highness the Rao Dessul, his heirs and successors, and the integrity of his dominions from foreign or domestic enemies.

ARTICLE VI.

The Honorable Company at the desire of Rao Shri Dessuljee and the Jharijee Byhaut, for the security of the Government of Cutch, agrees to leave a British force in its service. For the payment of this force, Rao Shri Dessuljee and the Jharijee Bhyaut agree that funds shall be appropriated from the revenues of Cutch. The Honorable Company retains to itself the option of reducing or entirely withdrawing its troops (and relieving Cutch from the expense), whenever, in the opinion of Government, the efficiency and strength of the Rao's authority may admit of its being done with safety.

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Treaty with the Rajah of Cutch.

ARTICLE VII.

The money stipulated for in the preceding Article is to be paid in instalments, each of four months; and it is further engaged, that the Regency appointed in the fourth Article shall enter into a separate responsibility for the regular payment of the above kists.

ARTICLE VIII.

The Cuch Government engages not to allow any Arabs, Sindees, or other foreign mercenaries, to remain in its territories, nor generally to entertain any soldiers, not natives of Cutch, without the consent of the Honorable Company's Government.

ARTICLE IX.

The Cutch Government agrees that no foreign vessels, American, European, or Asiatic, shall be allowed to import into the territories of Cutch, arms or military stores. The Honorable Company engages to supply the wants of the Cutch Government in these articles at a fair valuation.

ARTICLE X.

The Honorable Company engages to exercise no authority over the domestic concerns of the Rao, or of those of any of the Jharijee chieftains of the country. That the Rao, his heirs and successors, shall be absolute masters of their territory, and that the civil and criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE XI.

It is clearly understood, that the views of the British Government are limited to the reform and organization of the military establishment of the Cutch Government, to the correction of any abuses which may operate oppressively on the inhabitants, and the limitation of the general expenses of the State within its resources.

ARTICLE XII.

The Rao, his heirs and successors, engage not to enter into negociations with any Chief or State, without the sanction of the British Government; but their customary amicable correspondence with friends and relations shall continue.

A. D. 1819.

Treaty with the Rajah of Cutch.

ARTICLE XIII.

The Rao, his heirs and successors, engage not to commit aggressions on any Chief or State; and if any disputes with such Chief or State accidentally arise, they are to be submitted for adjustment to the arbitration of the Honorable Company.

ARTICLE XIV.

The Rao, his heirs and successors, engage to afford what military force they may possess, in aid of the Honorable Company's Government upon its requisition. This Article however, is not to be understood as imposing any duties on the Jharijee Bhyaut, contrary to their established customs.

ARTICLE XV.

The Cutch ports shall be open to all British vessels in like manner as British ports shall be free to all vessels of Cutch, in order that the most friendly intercourse may be carried on between the two Governments.

ARTICLE XVI.

The British Government, with the approbation of that of Cutch, engages to guarantee by separate deeds the Jharijee chiefs of the Bhyaut, and generally all Rajpoot chiefs in Cutch and Wagur, in full enjoyment of their possessions; and further to extend the same protection to Metta Luckmedass Wullubjee, who, for the welfare of the Cutch durbar, has acted in concert with the Jharijees, and with great zeal and sincerity.

ARTICLE XVII.

His Highness the Rao, his heirs and successors, at the particular instance of the Honorable Company, engage to abolish in their own family the practice of infanticide. They also engage to join heartily with the Honorable Company in abolishing the custom generally through the Bhyuat of Cutch.

ARTICLE XVIII.

Previously to the execution of the deed of guarantee in favor of the Jharijee Bhyaut, according to the tenor of the sixteenth Article, a written engagement shall be entered into by them, to abstain from the practice of infanticide; and specifying that, in case any of them do practice it, the guilty person shall submit to a punishment of any kind that may be determined by the Honorable Company's Government and the Cutch Durbar.

ARTICLE XIX.

A. D. 1819.

Treaty with the Rajah of Cutch.

The British Resident, or his Assistant, shall reside in Bhooj, and be treated with appropriate respect by the Government of Cutch.

ARTICLE XX.

All supplies *bonâ fide* for the use of the Honorable Company's troops, shall pass through the Rao's territories free of Radharee duties.

ARTICLE XXI.

It being contrary to the religious principles of the Jharijees, and people of Cutch, that cows, bullocks, and peacocks should be killed, the Honorable Company agrees not to permit these animals to be killed in the territory of Cutch, or to permit in any way, the religion of the natives to be obstructed.

These twenty-one Articles are binding to the Rao, his heirs and successors, for ever, and to the Honorable Company.

Done at Bhooj, the 13th October 1819, A. D.

Ratified by his Excellency the Governor-General in Council, this 4th day of December 1819.

No. XCVII.

TREATY WITH THE ARAB TRIBES.

Dated the 8th January 1820.

A. D. 1820.

Treaty with the Arab Tribes.

TRANSLATION of the General Treaty with the Arab Tribes of the Persian Gulph.

In the name of God, the merciful, the compassionate: Praise be to God, who had ordained peace to be a blessing to his creatures. There is established a lasting peace between the British Government and the Arab Tribes, who are parties to the contract, on the following conditions.

ARTICLE I.

There shall be a cessation of plunder and piracy, by land

A. D. 1820. and sea, on the part of the Arabs who are parties to the contract for ever.

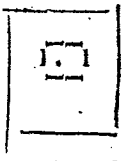
Treaty with the Arab Tribes.

ARTICLE II.

If any individual of the people of the Arabs contracting, shall attack any that pass by land or sea, of any nation whatsoever, in the way of plunder and piracy, and not of acknowledged war, he shall be accounted an enemy of all mankind, and shall be held to have forfeited both life and goods; and acknowledged war is that which is proclaimed, avowed and ordered by Government against Government, and the killing of men and taking of goods without proclamation avowal, and the order of Government, is plunder and piracy.

ARTICLE III.

The friendly (literally the pacificated) Arabs shall carry by land and sea a red flag, with or without letters in it at their option; and this shall be in a border of white, the breadth of the white in the border being equal to the breadth of the red, as represented in the margin, the whole forming the flag known in the British Navy by the title of "White pierced red;" and this shall be the flag of the friendly Arabs, and they shall use it, and no other.



ARTICLE IV.

The pacificated tribes shall all of them continue in their former relations, with the exception, that they shall be at peace with the British Government, and shall not fight with each other, and the flag shall be a symbol of this only, and of nothing further.

ARTICLE V.

The vessels of the friendly Arabs shall all of them have in their possession a paper (Register) signed with the signature of their Chief, in which shall be the name of the vessel, its length, its breadth, and how many karahs it holds; and they shall also have in their possession another writing (Port Clearance), signed with the signature of their Chief, in which shall be the name of the owner, the name of Nacodah, the number of men, the number of arms, from whence sailed, at what time, and to what port bound; and if a British or other vessel meets them, they shall produce their Register and the Clearance.

ARTICLE VI.

A. D. 1820.

Treaty with the Arab Tribes.

The friendly Arabs, if they choose, shall send an envoy to the British Residency in the Persian Gulph, with the necessary accompaniments, and he shall remain there for the transaction of their business; and the Presidency and the British Government, if it chooses, shall send an envoy also to them in like manner, and the envoy shall add his signature to the signature of the chief, in the paper ("Register") of their vessels, which contains the length of the vessel, its breadth and tonnage: the signature of the envoy to be renewed every year. Also all such envoys shall be at the expense of their own party.

ARTICLE VII.

If any tribe or others shall not desist from plunder and piracy, the friendly Arabs shall act against them according to their ability and circumstances; and an arrangement for this purpose shall take place between the friendly Arabs and the British, at the time when such plunder and piracy shall occur.

ARTICLE VIII.

The putting men to death after they have given up their arms, is an act of piracy and not of acknowledged war; or if any tribe shall put to death any persons, either Mahomedans or others, after they have given up their arms, such tribe shall be held to have broken the peace, and the friendly Arabs shall act against them in conjunction with the British, and God willing, the war against them shall not cease, until the surrender of those who performed the act, and of those who ordered it.

ARTICLE IX.

The carrying off of slaves, men, women, or children, from the coasts of Africa or elsewhere, and the transporting them in vessels, is plunder and piracy, and the friendly Arabs shall do nothing of this nature.

ARTICLE X.

The vessels of the friendly Arabs bearing their flag above described, shall enter into all the British ports, and into the ports of the allies of the British, so far as they shall be able to effect it, and they shall buy and sell therein; and if any shall attack them, the British Government shall take notice of it.

A. D 1820.
Treaty with the Arab Tribes.

ARTICLE XI.

These conditions aforesaid shall be common to all tribes and persons who shall hereafter adhere thereto, in the same manner as to those who adhere to them at the time present. End of the Articles.

Issued at Ras-ul-Khyma, in triplicate, at mid-day, on Saturday, the 22nd of the month of Rebi-al-anowal, in the year of the Hejiree 1235 (corresponding to the 8th of January 1820), and signed by the contracting parties at the places and times under-written.

A. D. 1820.
Treaty with the Regency of Sawunt Warree.

No. XCVIII.

TREATY WITH THE REGENCY OF SAWUNT WARREE.

Dated the 17th February 1820.

ARTICLES of AGREEMENT stipulated and agreed upon between the Honorable East-India Company and the Regency of Sawunt Warree, on the part of Rajah Khaim Sawunt Bhonsla Behauder Sur Dayshaee of Condaul and its dependencies.

Settled by Captain Gideon Hutchinson, in charge of the Political Duties, on the part of the British Government, and by Rajah Khaim Sawunt Bhonsla Behauder on the part of the Government of Sawunt Warree, by virtue of full powers from the British Government on the one part, and with the concurrence and consent of the Regency of Sawunt Warree on the other.

ARTICLE I.

The British Government, in token of its friendship towards the Sawunt Warree State, and to evince that it demanded the cession of the Ajgaum and Paut Districts, ceded by the Treaty concluded on the 17th February 1819, for the sole purpose of putting an effectual stop to the depredations committed in the Honorable Company's territories by the subjects of the Sawunt Warree State, does hereby restore to Rajah Khaim Sawunt Bhonsla Behauder the Ajgaum and Paut Districts, with the exception of the forts of Eshwuntgurh (Ranee) and Newtee, and the villages forming the line of the Sea Coast, and the under-

A. D. 1820.
Treaty with the Regency of Sawunt Warree.

mentioned villages of the Boordavee District, in perpetuity, *viz.* the inland villages of the Ajgaum District, Ajgaum, Asoolee, Manoos, Urwundy, Tulwanny, Terrowray, Keenslay, and Gookleway; the inland villages of the Paut District, Paut, Tayndoolee, Chandwun and Kurvuttee; and of the Boordavee District, the villages Wurros, Kuswun, Wussurgaum, Hussaul, Koonday, Purway, Kasurrul, and Gauree-warreetur-Wurday.

ARTICLE II.

It is expressly agreed, and it is stipulated on the part of the Regency, for and in behalf of Rajah Khaim Sawunt Bhonsla Behauder, that no person of, or belonging to, the above-named places, and others that may be hereafter given, on no account or cause whatsoever shall be responsible or punished for any acts committed or done by orders, or sanction, or cognizance of the Honorable Company, prior to the date of their being delivered to the possession of the Sawunt Warree State.

The above Treaty, consisting of two Articles, was agreed to, and concluded by Rajah Khaim Sawunt Bhonsla Behauder Sur Dayshace of Condaul and its dependencies, with the approval of Nurbudda Bace and Saweetree Bace, at Sawunt Warree, the 17th day of February 1820, corresponding to Thursday the third of Rubbelaker in the year Soorsun Ashreen Meyateen oon Aluph.

Note:—The above Treaty was confirmed by the Bombay Government on the 9th March 1820.

No. XCIX.

A. D. 1820.
Treaty with the Ameers of Scind.

TREATY WITH THE AMEERS OF SCIND.

Dated the 9th November 1820.

TREATY between the Honorable East-India Company on the one hand and the Ameers of Scind on the other.

The British Government and the Government of Scind having in view to guard against the occurrence of frontier disputes, and to strengthen the friendship already subsisting between the two States, Meer Ismaeel Shah was invested with full power to treat with the Honorable the Governor of Bombay, and the following Articles were agreed on between the two parties.

A. D. 1820.

Treaty with the Ameers of Scind.

ARTICLE I.

There shall be perpetual friendship between the British Government on the one hand, and Meer Kurreem Ali and Meer Moorad Ali on the other.

ARTICLE II.

Mutual intercourse, by means of Vakeels, shall always continue between the two Governments.

ARTICLE III.

The Ameers of Scind engage not to permit any European or American to settle in their dominions. If any of the subjects of either of the two States should establish their residence in the dominions of the other, and should conduct themselves in an orderly and peaceable manner in the territory to which they may emigrate, they will be allowed to remain in that situation; but if such fugitives shall be guilty of any disturbance or commotion, it will be incumbent on the local authority to take the offenders into custody, and punish, or to compel them to quit the country.

ARTICLE IV.

The Ameers of Scind engage to restrain the depredations of the Khosas, and all other tribes and individuals within their limits, and to prevent the occurrence of any inroad into the British dominions.

Bombay, the 9th November 1820.

Note:—The foregoing Treaty was approved by the Supreme Government on the 10th February 1821.

A. D. 1821.

Treaty with the Imaum of Senna.

No. C.

TREATY WITH THE IMAUM OF SENNA.

Dated the 15th January 1821.

The following Treaty, negociated by Captain William Bruce, between his Highness the Imaum of Senna and the British Government, dated the 15th January 1821, is published for general information.

A. D. 1821.

Treaty with the Imaum of Senna.

The blockade of the port of Mocha, and all the other ports and places belonging to the Imaum of Senna, in the Arabian Gulph, as announced by the Proclamation dated the 9th August 1820, terminated on the conclusion of the Treaty in question, *viz.* the 15th January 1821.

ARTICLE I.

That the Resident shall have a guard of the same strength as is allowed at Bagdad, Bussora, and Bushire, of thirty men, to support his respectability.

ARTICLE II.

That the Resident shall be exempt from all compliances degrading to the character of the representatives of the British Government. That he shall have full liberty to ride on horseback when and where he pleases, have free ingress and egress to all the gates of Mocha; amongst others of Shaik Shadeley, from which Europeans have hitherto been excluded for some years past, and shall have all the same liberty and freedom they have at Bushire, Bussora, Bagdad, and Muscat.

ARTICLE III.

A piece of ground to be alloted for a cemetery, and none of those under the British Government and flag to be spoken to or insulted on account of their religion.

ARTICLE IV.

The Resident to have free permission to proceed to Senna, and communicate with his Highness the Imaum, whenever he may deem it necessary to do so, the Dola on these occasions furnishing a guard or escort, if it should be deemed requisite.

ARTICLE V.

That the anchorage duty, four hundred German crowns, shall henceforth cease on British ships, which has hitherto been levied on all merchant ships when they landed cargoes. Hereafter no duty on this account shall be paid, whether cargo is landed or not, the same as his Majesty's ships and the Honorable Company's vessels of war.

ARTICLE VI.

All subjects of the British Government trading to Mocha, and particularly the merchants of Surat, shall do so under

A. D. 1821. Treaty with the Imaum of Senna.

the protection of the British Flag. If of the Islam faith, and wish to settle their disputes according to the Mahomedan Sharah, they shall be at liberty to do so. A person on the part of the Resident, in the event of any of the Imaum's subjects being concerned in the dispute, by an agent on the part of the Resident (or himself, if he pleases) and the Governor conjointly. If the Imaum's subject is wrong, the Governor shall punish him: if on the contrary, the Resident. Also, that all the dependents of the Factory, of every denomination, from broker downwards, shall be wholly under the protection of the British Flag and control of the Resident, who shall alone possess the power of punishing them, and redressing all complaints against them.

This sixth Article has been expressly admitted by separate grant to Captain Bruce by his Highness the Imaum.

ARTICLE VII.

That the export duty on the British trade shall be hereafter two and a quarter per cent, the same as the French, and not three and a half as hitherto; and that the import duty shall be the same to the English and all their subjects, and no more shall be levied than two and a quarter per cent upon imports and exports.

This Article is expressly granted by separate firmans from his Highness, as a particular mark of his friendship to the British nation.

Mocha, 15th January 1821.—Signed and sealed by Meer Tathullah, and all the Members of the Mocha Council, to each separate Article, as also by Captain Bruce.

Memorandum of Debts of Venaik Pursuram Dewan.

TRANSLATION of a Memorandum of the bonâ fide Debts contracted through the medium of Venaik Pursuram Dewan, Anno Soor Sun Esreen Neyantyn Oulief (A. D. 1819, 20.)

After examination, the accounts shew balance due by Government, from the commencement up to the 11th of Shabaun, being the termination of the year Sita Usur 12th Jestood 1741 (5th June 1819), to be Poona Chandore Rupees 2,28,287. 3. 18¾, which sum of Poona Chandore rupees, as due to the above-named, up to the end of the year Gisa Usur (5th June 1819), it is agreed to pay, with such interest as may become due, at the rate of one per cent per month, toge-

ther with a premium (munstee) of two per cent per annum payable at once.

A. D. 1821.

Memorandum of Debts of Venaik Pursuram Dewan.

Dated Colaba, the 10th Shawul, Anno Soor Sun Esreen, in the month of Shravon (2nd August 1821).

MEMORANDUM *from Pursuram Sreedhar at Aptey, year Ehidi Esreen Myantyn Ouluf* (A. D. 1820-21).

Memorandum from Pursuram Sreedhur.

For many years I and my family have enjoyed privileges which were granted to us by Angria, in the villages under Manickgurh; when, therefore, our exchange of territory shall take place, I trust that on Angria's inserting an article providing for the continuance of my privileges, the Honorable Company will be pleased to cherish me and my family, agreeably to what will remain to be given in exchange.

1. I enjoy the Vet Begar (labour) and firfirmas (presents of fowls and fruit, &c.) of the village of Johey, turuff Humrapore, in the Karnatic district, which belong to both States, *viz.*

A. As the Government karaj (hay and wood) required for the fort, and also the vet (labour), have been given to me, I take four weeks' labour from each man annually.

B. It is the custom to receive two fowls every year from each house.

C. It is the custom to receive two pumpkins every year from each house.

D. It is the custom to receive ten loads of sajhay from each person, in order to watch the house.

E. For the Junum Ustamee in the month of Sravan, there may be about six or seven pots of butter-milk, and it is the custom to receive half a rupee as the price of each pot.

2. I enjoy a khowl (lease) and exemption concerning the the augde kharee (salt batty ground, whose rent is paid in money), and nugdi begah oathanlee (sweet batty fields, whose rent is paid in money), for their embankment. As I laid out expences in embanking them, an indulgence has been allowed in the rent, and an exemption from house and buffalo tax, vet begar (labour) and firfirmas (presents of fowls, fruits, &c.) has been granted to the people for keeping in order the salt batty ground, and fields and gardens.

3. We enjoy goora wareys (sheds for cattle) and pasturage lands.

A. D. 1821.

Treaty with the Rajah of Dhar.

No. CI.

TREATY WITH THE RAJAH OF DHAR.

Dated the 18th December 1821.

ENGAGEMENT between the Honorable East-India Company and Rajah Ramchunder Rao Powar of Dhar, as follows:—

ARTICLE I.

Rajah Ramchunder Rao Powar consents to cede, in perpetuity, to the Honorable Company, the district of *Bairsiah*, and the tribute of Allee (Mohum).

ARTICLE II.

The Honorable Company stipulates, in consideration of these two cessions, to pay annually to Rajah Ramchunder Rao Powar, his heirs and successors, the sum of one lac and ten thousand rupees of the Indore or Oogein currency.

ARTICLE III.

Whereas it was agreed, by the sixth Article of the Treaty concluded between the Honorable Company and the State of Dhar, on the 10th January A. D. 1819 (12th of Rubbee ool awul, 1234 Hejira; and 14th Poos Soodi, 1875 Sumbut), that the district of Bairsiah should, in compensation of a loan from the British Government to Dhar, of two lacs and fifty thousand rupees, remain in possession of the British Government for a period of five years, *viz.*, from the 29th March, A. D. 1819 (29th Jemadee oo sanee 1234, Hejira, and the 15th Chyte Soodi, 1876 Sumbut) till the 29th March, A. D. 1824 (29th Jemadee ool awul 1239 Hejira, and 15th Chyte Soodi, ending 1880 Sumbut) it is to be understood that, that arrangement remains undisturbed by any term of the present engagement and accordingly, the payment by the British Government to Dhar of one lac and ten thousand rupees will not commence till after the expiration of the five years aforesaid, that is, till the year 1881 Sumbut.

ARTICLE IV.

But as the two cessions aforesaid are virtually made to the British Government from the date of this engagement, the British Government agrees that from the date it com-

mences to exercise the rights acquired by the cession of the Allee (Mohum) tribute, it will pay to Dhar, at the rate of ten thousand rupees per annum, of Indore or Oogein currency till the 27th day of March 1824. A. D. 1821. Treaty with the Rajah of Dhar.

ARTICLE V.

The annual amount of one lac and ten thousand rupees, of Indore or Oogein currency, to be paid by the British Government to Dhar will be liquidated by two equal instalments of fifty-five thousand rupees each, *viz.*, one in the month of Koowar, and the other in the month of Chyte of each Hindoo year. Those for the first year, corresponding with August, A. D. 1824, and February, A. D. 1825.

Done at Dhar, this 18th day of December, in the year of our Lord 1821, (corresponding with the 22nd Rubbee ool awul, 1237 Hejira, and the 9th Buddee Marglizu, 1878 Sumbut Bihramjeet).

Ratified by the Governor-General in Council at Fort-William, this 26th day of January 1822.

No. CII.

TREATY WITH THE GOVERNMENT OF CUTCH.

Dated the 21st May 1822. A. D. 1822.

Treaty with the Government of Cutch.

TREATY between the Honorable English East-India Company and Maharajah Mirza Rao Sree Dessuljee, his heirs and successors, concluded by Charles Norris, Esq., Resident in Cutch, on the part of the Honorable Company, and by the Sharejee Bhy and Rijirjjee Pragjee of Kotree, Mokajee Chandajee Bharrajee, Alyajee Bhanjee Pragjee of Mhowa, Kayajee and Jaymuljee, on the part of the Rao, by virtue of full powers from their respective Government.

ARTICLE I.

The British Government and the Government of Cutch, thinking it expedient that the town and district of Angar should be transferred to his Highness the Rao of Cutch for pecuniary equivalent, the tenth Article in the Treaty of Sumbut 1872 (A. D. 1816) is annulled, and the separate deed therein alluded to is declared void. The sum of Ahmedabad Sicca Rupees 88,000 a year is agreed to by both Governments, as the amount which is to be paid by the Cutch Government to the Honorable Company, in return

A. D. 1822. Treaty with the Government of Cutch.

for the transfer of the town and district above-mentioned to his Highness the Rao of Cutch, including in the Angar district the town of Lakhopore, the separate deed of which is declared void.

ARTICLE II.

The town and district of Angar will be delivered over to the Cutch Government on the 2d Assur Sood Sumbut 1879, W. E. corresponding with 20th June 1822, A. D., and the Government of Cutch engages to make good the payment of the sum above stipulated every year, by two half yearly payments, the first of Rupees 44,000 on Posh Sood 2d., and the second of Rupees 44,000 on Assar Sood 2d., no diminution of the amount of compensation above fixed for the town and district of Angar shall ever take place; and the Government of Cutch agrees that, if it shall not be paid regularly at the periods above specified, good and satisfactory assignments of land in full sovereignty, either the Angar Talook or other districts, as may suit the Cutch Government, shall be made to the British Government, for the purpose of realizing the amount which may have become due.

ARTICLE III.

Since the establishment of the connexion between the two Governments, the British Brigade has been cantoned at the foot of the hill-fort of Bhooj, which has remained in the hands of the British. The British Government, from an anxiety to restore the fort to his Highness the Rao, has had the ground in the neighbourhood of Bhooj examined, with the view of removing the camp. One spot only has been found suitable for a cantonment: it is situated to the north of the town, and belongs to Rujgoor Brahmins, and the Government of Cutch being unable to induce the owners voluntarily to surrender this ground, has expressed a wish that the cantonment may remain where it is at present, and the fort continue in the occupation of the British. To this proposal the British Government agrees, and the Cutch Government engages never to require the British Government to give up the fort, without obtaining by purchase from the proprietors the ground above-mentioned, and giving it to the British Government and indemnifying the British Government for any expense which it may have incurred in repairing the fort, which expense however is not to exceed the sum of Rupees 45,000.

Dated the 1st Jest Sood, Sumbut 1878, corresponding with the 21st May 1822, A. D.

Ratified by the Governor-General in Council at Fort William, in Bengal, this 5th day of July 1822.

A. D. 1822.

Treaty with Raghojee Angria of Coloba.

No. CIII.

TREATY WITH RAGHOJEE ANGRIA OF COLABA.

July 1822.

Whereas, by the conquest of the territories of Bajee Rao, the late Peishwah, and the complete extinction of his power, the rights possessed by his Government are now transferred to that of the Honorable East-India Company; and whereas it is desirable to fix with precision the future relations between the said Company and Raghojee Angria, the following articles have been agreed upon.

ARTICLE I.

The friendly relations which have long subsisted between the Honorable East-India Company and the Colaba State are hereby confirmed, and the British Government agrees to afford its protection to the Chieftain of Colaba against the attacks of any other State.

ARTICLE II.

Raghojee Angria, in consideration of such protection, engages, on his part, not to employ in his service any foreigner of any description whatever, whether European or American, nor to allow such foreigner to reside within his dominions without the permission of the British Government; and in the event of any such person arriving within his dominions, to report the appearance of such person to the British Government. Neither will he enter into any treaty of alliance or commerce with any of the native States, but place his sole reliance on the protection and support of the British Government in the enjoyment of his rights. And, for securing the objects of this stipulation, it is further agreed, that no communication or correspondence shall be holden by the Colaba with any other Potentate or State, without the previous knowledge and sanction of the Honorable Company's Government, but the Colaba State will continue the usual correspondence with the Khan of Junjeera, Suckeer Punt Umuldars, and other Umuldars on the border of the Colaba districts, respecting disputes which arise in the Mehals and dependencies.

ARTICLE III.

The territories of the Colaba State being intermixed with those of the British Government, and it being

A. D. 1822. Treaty with Raghojee Angria of Colaba.

desirable that the possessions of each should be concentrated by exchanges to be made on fair and just principles, it is hereby agreed, that such exchanges as may be necessary with a view to the attainment of that object, shall be adjusted by Commissioners to be nominated for the purpose of settling the boundaries of the British Government, and those of the principality of Colaba. And the British Government, relying upon the fidelity of Raghojee Angria, and on the sincerity of his acknowledgment of the supremacy of the Honorable Company, hereby guarantees to him, and to his heirs and successors, on the conditions hereafter specified, the integrity of his dominions, the boundaries of which will be defined by Commissioners to be appointed in pursuance of the foregoing provision.

ARTICLE IV.

The British Government relinquishes in favour of Raghojee Angria, his heirs and successors, Nuzzur Nuzuraus, as received or claimed by the late Peishwah and his successors; but reserves to itself entire supremacy over the Colaba State, and the right of conferring investiture on the Chief of Colaba on any vacancy of the musnud. And the said Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to act generally in subordinate co-operation to the British Government.

ARTICLE V.

The British courts of justice, laws, and regulations, shall not be introduced into the principality of Colaba, against the will of Raghojee Angria, his heirs and successors; but the British Government hereby requires and provides, and the Chieftain aforesaid, in behalf of himself, his heirs and successors, hereby engages for the continuance in possession of all persons actually holding enam and sarunjam lands, up to the present time, under the sunnuds of the Peishwah or the Rajah of Sattara.

ARTICLE VI.

And whereas the said Raghojee Angria has solicited* that the Honorable Company would guarantee to Vinaik Rao Pursuram Deewanjee and his associates, certain villages and lands, of the value of Rupees 15,001, as per annexed list* the whole have been assigned to him as a reward for his past services, together with a debt due by the State of Colaba to the said Vinaik Rao Pursuram Deewanjee† not exceeding Rupees 2,28,287. 3. 18¾, and that the said De-

* Vide page 263—† pages 292 and 312

A. D. 1822

Treaty with Raghojee Angria of Colaba.

wanjee shall not unjustly be molested by the Colaba State. Whereas the Honorable Company's Government have undertaken the aforesaid guarantee to the said Vinaik Rao Pursuram Dewanjee, and to his heirs and successors, together with certain other persons therein named, Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to make due provision for the payment of such amount as may appear on investigation to be justly due to the said Vinaik Rao Pursuram Dewanjee; and in failure thereof, he further agrees that the Company shall be at liberty to interfere, when occasion renders it necessary, with a view to compel the said Raghojee Angria to place the said debt in a train of liquidation, by allotting specific funds for that purpose; but it is to be understood, that on the discharge of the said debts, any funds which might be allotted to the payment thereof, will revert to the said Raghojee Angria, his heirs and successors, on their former footing. With respect to the above-mentioned debt, such amount as may be ascertained to be justly due shall be paid. In case of any item in the account being objected to by either of the parties, as to its being of a greater or less amount, in the event of their not being able to come to an amicable private settlement between themselves, the Honorable Company's Government will, on investigation, decide on any such disputed point, and order the party whose claim may appear just, to receive credit for such ascertained amount. And whereas certain rights, immunities, and indulgencies, as to fields, salt, batty-fields, pál, &c. now held by the Dewanjee and his associates, as mentioned in the annexed memorandum* may be affected by the exchange of territories, the said Company engages to continue them to the said Dewanjee and his associates, to be enjoyed on the same footing under the British Government, as before under that of the Colaba State.

ARTICLE VII.

All balances shall be adjusted within a reasonable time, and engagements shall be taken to that effect from all persons in arrear. In default of payment the parties shall be given up.

ARTICLE VIII.

All guns, stores, and other moveable property in the forts and places to be mutually exchanged, are to be removed by the parties relinquishing the same.

ARTICLE IX.

Raghojee Angria hereby agrees, on behalf of himself, his

* See page 313.

A. D. 1822 Treaty with Roghojee Angria of Colaba.

heirs and successors, that in no case whatever shall any asylum be afforded, within the limits of his possessions, to any public offenders, or to any persons desirous of escaping from the jurisdiction of the Company's court of justice, or from the authority of the revenue officers, or of any other branch of the authority of the Honorable Company; and he further agrees to deliver up all such persons without delay, on application from such officer or officers as the Governor in Council of Bombay shall appoint for the purpose.

ARTICLE X.

Raghojee Angria doth hereby engage on his part, and on the part of his heirs and successors, to prohibit the import and export, as well as the transit of opium, within any part of the territories of the Colaba State.

ARTICLE XI.

And whereas the British Government hath bound itself to protect Raghojee Angria, his heirs and successors, against the attacks of any other State, and to secure to him the quiet possession of the territories dependent upon Colaba; and whereas it is incumbent upon Raghojee Angria and his successors to make permanent provision for the support of Moorarjee Angria, now residing on the island of Bombay, on a stipend of two hundred and fifty rupees per mensem allowed to him by the State of Colaba, the said Raghojee Angria hereby engages, on behalf of himself, his heirs and successors, to continue payment of the said stipend of two hundred and fifty rupees per month to the British Government, as heretofore, for the purpose above stated, whilst the said Moorarjee Angria shall conduct himself in a suitable manner towards the Government of Colaba, as now established; if any circumstances shall hereafter give rise to complaints against the said Moorarjee Angria by the Colaba administration for the time being, the British Government reserves to itself the exclusive right of deciding upon the conduct of the said Moorarjee Angria, whilst he continues to reside within the British dominions, and also as to the propriety, or otherwise, of the continuance of his said stipend of two hundred and fifty rupees.

ARTICLE XII.

Beyond the boundaries of the Colaba State, as to be fixed by the exchange of territory, there are several villages, umeels, lands, wuttuns, and places belonging to it,

both above the gauts and below them, in Turuf Nagotna, Talooka Soodhagur. These, whatever on inquiry they may appear to be, will after due deliberation be continued as heretofore, a detailed schedule of them being hereafter made out and annexed to this Treaty. A. D. 1822 Treaty with Roghojee Angria of Colaba.

Ratified by the Governor-General in Council, at Fort-William in Bengal, this 16th day of August 1822.

SHEDULE of the exchange of Territory lately concluded between the British Government and Raghojee Angria, Chief of the State of Colaba, under the 3rd article of the Treaty of 1822.

In the 3rd article of the Treaty concluded between the British Government and Raghojee Angria, the Chief of Colaba, as ratified by the Governor General on the 16th of August 1822, and by the Chief on the 12th Ramzan Soorsun Isuney Ishreen Myautyn Ouluf (3rd June 1822) it is stated that the Territories of the Colaba State, being intermixed with those of the British Government, and it being desirable that the possessions of each should be concentrated by exchanges to be made on fair and just principles, it is hereby agreed, that such exchanges as may be necessary with a view to the attainment of that object, shall be adjusted by Commissioners to be nominated for the purpose of settling the Boundaries of the British Government and those of the principality of Colaba; and the British Government relying upon the fidelity of Raghojee Angria, and on the sincerity of his acknowledgment of the supremacy of the Hon'ble Company, hereby guarantees to him and to his Heirs and Successors, on the conditions hereafter specified, the integrity of his Dominions, the Boundaries of which will be defined by Commissioners to be appointed in pursuance of the foregoing provision, agreeably to which Commissioners having met, and having settled the following exchanges and adjustments of the frontier, the same are now recognized and declared binding on both Governments, viz.

Made over by the Hon'ble Company to Angria.

	Consisting of			*Revenue as finally settled.*			
	Villages.	*Khars.*	*Warras.*	Rupees.	Quarters.	Reas.	
SOUTHERN CONCAN.							
The Company's share of the Talooka of Oonderee, except the khar Dobica.....	40	11	00	26765	2	22	As the whole of the Oonderee Talooka, with the exception of the Khar Dolvee, has been ceded to Angria in full sovereignty, the names of the villages have not been inserted.
Villages in Angria's Territory formerly held in Inam by officers of the Paishwah's court and resumed by the Paishwah.							
Muoje Karle....							
,, Wawe.....							
,, Kopur.....	3	..	5	2597	3	24	Ceded in full sovereignty.
Waree Pakharee Rameshwur.....							
,, Pakharee Bolaree.....							
,, Jhul Ramajee Mahadeo.....							
,, Vesajee Keshew Lele.....							
,, Wursolee....							
The villages of Assood in the Savurndroog talooka.....	1	..	..	631	3	69	The sovereignty remains in the Hon'ble Company.
The Town and sea custom of Reodunda....	1	..	..	14924	1	71	Ceded in full sovereignty exclusive of the Fort of Reodunda.
NORTHERN CONCAN.							
The Company's share of the Town of Apta with the whole of the Muzree Koral and Waree Surdapoor..	2	.	1	1547	1	40	These are ceded in full sovereignty.
				46467		26	

	Consisting of.			Revenue as finally settled.			
	Villages.	Khars.	Warras.	Rupees.	Quarter.	Reas.	
Made over by Angria's Government to the Hon'ble Company.							
SOUTHERN CONCAN.							
Angria's half share of the Khar Dolvee in the Condera talooka.	..	1	..	1949	..	07	This Khar is situated in the Eastern side of the Nagotna River.
Villages of the Toongartun ... . Mahal to the southward of the Apta river, Mouza Sowne.....							
,, Kasup.....	9	..	..	3555	..	79	
,, Choudolee.. .							
,, Sawe.....							
,, Kyre							
,, Borawlee....							
,, Ghoreso wanee							
,, Bannolee . ..							
,, Jambuvulee...							
Angria's share of villages of the Humrapore Mahal, Mouza Wureree.							These villages and Khars belonged wholly to Angria, and have been wholly made over to the Hon'ble Company.
,, Seetale.....							
Soukhar..... ..							
Dadur khar..							
Dababa khar.... ..							
Dolvee khar..							
Kuslee Humrapore..							
Mouza Johe							
,, Gowarle..							
,, Doorshet.							
Muzre Kopur.....							
,, Dadur..							
Ardhel Khar..... ..							
Bahar Khar..	8	13	..	14124	..	23	Of these villages and Khars Angria possessed a half share which has been made over to the Hon'ble Company.
Kopur Khar..							
Gowarlee Khar.. ..							
Sandouva Khar.. ..							
Khar Bend palkotah.							
Khar Khoontepura..							
Khar Sonweve Kota							
Khar Borly.....							
				19628	1	09	

	Consisting of.			*Revenue as finally settled.*		
	Villages.	*Khars.*	*Warras.*	Rupees.	Quarters.	Reas.
NORTH KONKAN.						
Villagas and khars of Oorwulut Turuf Moujee Koprecole.						
,, Peerkone						
Khar Kunsarebath...						
,, Doobjee.....						
,, Saeekhar. . ..						
,, Lukunor.						
,, Untrabamda						
,, Unta Boodrog						
,, Julekhar						
,, Bhandarkelnon						
,, Jarveel'oonare						
,, Parungee						
,, Nomdaee Peerkone						
,, Tulband Peerkone	2	22	..	13000	..	36
,, Sangpale khar						
,, Tull khar ..						
,, Moujee Koperuolee contg. four khars						
,, Muojee kopruolee contg. twelve khars.....						
,, Takwurkopve						
,, Tambekhar .						
,, Dumkundee..						
,, Tukwur Kulmboosree.....						
,, Ghatle..						
,, Bhangaree khoord.....						
Carried forward..				13000	..	36

	Consisting of.			*Revenue as finally settled.*		
	Villages.	*Khars.*	*Warras.*	Rupees.	Quarters.	Reas.
NORTH KONKAN.						
Brought forward Rs.	....	..	..	13000	..	36
Villages of the Toongartun Muhal to the Northward of the Apta River.						
Mouza Dewlolee boozroog....	4	..	..	2675	1	97
,, Sawule.... ..						
,, Kamlee.... ..						
,, Sew Sund Sawule..... ..						
Miscellanious (Deegur Prant) Turuf Wurree....						
Mauza Tulnore.. ..						
,, Chandnee.. ..						
,, Nerul..						
,, Goorevun.. ..						
Turf Soorall						
Mouza Demoong ..						
,, Kuware Boodroth.....						
Turf Shere.....						
Mouza Amburze...						
Turf Bare.....						
Mouza Jambuolee..						
Turf Tulojee.....						
Mouza Neetale....						
,, Naware.....						
,, Khyrnee.. ..						
Turf Boretee	14	..	..	6348	3	45
Mouza Khopuolee..						
,, Dewlar.... ..						
,, Bhanwure..,,						
Angria's share of customs of the Prant Kurnalla.....	..	..	..	4363	1	03
				26287	2	81

	Consisting of.			Revenue as finally settled.		
	Villages.	Khars.	Warras.	Rupees.	Quarter.	Reas.
AHMEDNUGGUR DISTRICT.						
Villages in the Purgunnah of Aukole						
Mouza Sultanpoor	3			384	3	70
,, Degamber						
,, Babhoolwaree						
				46400	3	60

ABSTRACT.

Made over by the Hon'ble Company to Angria,					
South Concan	44919	2	86		
North Concan	1547	1	40	46467	26
Made over by Angria to the Hon'ble Company.					
South Concan	19628	1	09		
North Concan	26387	2	81		
Ahmednuggur	384	3	70		
				46400	3 60
Leaving a balance in favor of the Hon'ble Company of.. Rs..				66	66

The above exchanges and adjustments of Territory are accordingly recognized and declared binding.

Attested at Rutnageeree on the 4th of September A. D. 1828, in the year Jeesa Eeshreen Myatuen wa uluf, the 23rd of Suffur A. H. 1244, the 11th of Shearun Wudzer, Shahe 1750, in the year named surwud heree.

(Signed) L. R. REID,

Collector and in charge of Political duties in the Southern Concan.

No. CIV.

A. D. 1821.

Treaty with the Nizam.

TREATY WITH THE NIZAM,

Dated the 12th December 1822.

TREATY between the Honorable East-India Company and his Highness the Subadar of the Deccan, and his children, heirs, and successors, for the further confirmation of friendship and unity of interests, concluded through the agency of Charles Theophilus Metcalfe, Esq. Resident at the Court of his said Highness, by virtue of full powers to that effect vested in him by his Excellency the Most Noble Francis Marquis of Hastings, Knight of the Most Noble Order of the Garter, Knight Grand Cross of the Most Honorable Order of the Bath, one of his Britannic Majesty's Most Honorable Privy Council, Governor General in Council, appointed by the Honorable the Court of Directors of the said Honorable Company to direct and control all their Affairs in the East-Indies, and Commander-in-Chief of his Majesty's and the Honorable Company's Forces.

Whereas certain rights, forts, and territories have come into the possession of the Honorable East-India Company from the States of Nagpore and Holkar, and in consequence of the reduction and occupation of the dominions of the Peishwah, the following Articles of Agreement for the settlement of the said rights, forts, and territories have been concluded by the said Honorable Company and his said Highness the Subadar of the Deccan.

ARTICLE I.

All former treaties and engagements between the two States now in force, and not contrary to the tenor of this treaty, shall be confirmed by it.

ARTICLE II.

The arrears of all claims and demands of choute, and of all other claims whatever on the territories or Government of his Highness the Nizam due by his said Highness the Peishwah, are hereby declared to be extinguished, and his Highness is released, in perpetuity, from the payment of all choute of every description on account of any part of his possessions.

ARTICLE III.

His Highness the Nizam being desirous of possessing certain of the districts acquired by the war, on account of

A. D. 1822. Treaty with the Nizam.

their situation within the exterior line of his said Highness's frontier, the following exchanges of territory are hereby agreed upon, for his Highness's benefit, and the mutual convenience of the contracting parties.

ARTICLE IV.

The districts formerly belonging to the Peishwah, as specified in the Schedule A, herewith annexed, and estimated at the annual sum of Rupees 5,69,275, 8. are hereby transferred in perpetual sovereignty, to his Highness the Nizam.

ARTICLE V.

The districts formerly belonging to the Rajah of Nagpore according to the Schedule B, hereunto annexed, and estimated at the annual sum of Rupees 3,13,743. 8, together with the forts of Gawilgurh and Narnulla, and the range of hills on which they are situated, shall belong in perpetual sovereignty to his said Highness.

ARTICLE VI.

The districts of Umber and Ellora, formerly belonging to Maharajah Mulhar Rao Holkar, and estimated at the annual sum of Rupees 1,89,373, shall also belong in perpetual sovereignty to his said Highness.

ARTICLE VII.

His Highness the Nizam, on his part, hereby cedes to the Honorable Company, in perpetual sovereignty, the whole of his rights and possessions situated on the west or right bank of the river Seena, according to the Schedule C, hereunto annexed, and also the whole of his rights and possessions situated within the district of Ahmednuggur, as detailed in the said schedule, the whole being estimated at the annual sum of Rupees, 4,31,785. 3½.

ARTICLE VIII.

His Highness the Nizam also cedes, for the purpose of their being transferred in perpetual sovereignty to the Rajah of Nagpore, the whole of his participated rights and possessions situated on the east or left bank of the river Wurda, according to the Schedule D, annexed to the present treaty, and estimated to produce an annual revenue of Rupees 75,000.

ARTICLE IX.

A. D. 1822.

Treaty with the Nizam.

Certain assignments of choute within the territory of his Highness the Nizam, to the estimated annual amount of Rupees one lac and twenty thousand, having been guaranteed to Appa Dessaye and the Putwurdhuns, his Highness the Nizam hereby agrees to pay the aforesaid sum annually to the Honorable East-India Company in perpetuity.

ARTICLE X.

His Highness the Nizam also engages to confirm and continue all enams and wursasuns, and all individual and charitable allowances of every description whatever, which may have been granted either on the choute payable by his Highness to the Peishwah, or on any portion of the districts formerly belonging to the Peishwah, and now acquired by his said Highness under the fourth article of the present treaty, provided those grants shall have been in force at the breaking out of hostilities with the Peishwah, in the month of November 1817, and that the holders of them shall have performed the conditions prescribed in Mr. Elphinstone's proclamation, dated the 11th February 1818.

ARTICLE XI.

This treaty, consisting of eleven articles, having been this day settled by Charles Theophilus Metcalfe, Esquire, with the Nawaub Asop Jah Behauder, one copy thereof has been delivered to the said Nawaub, and the Nawaub, on his part, has delivered one copy of the same, duly executed by himself, to the aforesaid gentleman, who engages to procure and deliver to his Highness a copy of the same from his Excellency the Governor-General, in every respect the counterpart of this executed by himself, after which the copy executed by the aforesaid gentleman shall be returned.

Signed, sealed, and exchanged at Hyderabad, the 12th December A. D. 1822, 27th Rubee oll Awul, A. H. 1238.

Ratified by the Governor-General in Council at Fort-William in Bengal, this 31st day of December 1822.

A.

SCHEDULE of the Districts formerly belonging to the Peishwah, and now transferred by the forth Article of the annexed Treaty, to his Highness the Nizam.

Oomurkhair.....	Total Rs.	5,69,275 8
Julgaum		
Wyezapore Sheoraj.....		
Untoor ... do		
22 Villages of Talook Rakishbom Sheoraj		
Dhabarry Sheoraj		
Detached Villages.....		
Shewlee Peer		
Hirpoor Talookhar.....		
Ghat Nandoor.....		
Sundry Villages.....		

B.

SCHEDULE of the Districts formerly belonging to the Rajah of Nagpore, and now transferred by the fifth Article of the annexed Treaty, to his Highness the Nizam.

Akvat.....		
Argaum.....		
Wurnair.....	....Rupees	3,25,000 8
Bhatcooly.....		
Kut Kall		
Deduct the revenue of Moongaum, held by Sredhur Pundit Jeswunt Rao Ramchunder.....		11,257 0
Half of the village of Belkhaire held by Jeswunt Rao Ramchunder...		
	Total Rupees	3,13,743 8

C.

SCHEDULE of the Rights and Possessions of his Highness the Nizam, situated on the west or right Bank of the river Seena, and within the District of Ahmednuggur, the whole of which are now transferred by the seventh Article of the annexed Treaty, to the Honorable Company.

West of the Seena..

In the Purgunnah of Mohul, Circar of Purainda:

The Kusbeh &c.	Wurwul, &c,
Koorwullee, &c.	Ram Hignee.
Phool Chonchoolee,	

In the Purgunnah of Rasseen, Circar of Ahmednuggur.

Koortee, &c.

In the Purgunnah of Pandia Pairgaum, Circar of Ahmednuggur.

Sawurgaum, &c.	Siraul, &c.
Mentoghaum,	Loonee, &c.

In the Purgunnah of Waugee, Circar of Purainda:

Luhwa,	Kunder,
Kusbeh, &c.	Hitnowra.

In the Purgunnah of Mundroop, Circar of Sholapore.

Mundroop, &c.	Meeree, &c.

In the Purgunnah of Taimbhoornee, Circar of Purainda:

Ahola, &c.	Hutgaum,
Wuralee,	Kusbeh of Teimbhornee,

In the Purgunnah of Chumargoonda, Circar of Ahmednuggur.

Pateywarree, &c.	Saitphul,
Kurgut.	Korygaum,
Koondaize,	Ghautgaum, &c.

In the Purgunnah of Kurrywullut, Circar of Ahmednuggur.

Kusbeh of Nandney,	Amba Julgaum, &c.
Kurmulla,	Sogaum, &c.
Pargaum, &c.	Marudgaum, &c.

In the Purgunnah of Burdole, Circar and Soubah of Bejapore

Tanklee, &c.
Juggeerunnee, &c.
Churchan, &c.
Part of the village of Nandra,
Codree Kunnore,
Choute and other Ubwaubs granted to the Putwurdhuns.

In the Purgunnah of Oondergaum, Circar of Purainda:

Marra, &c.

In the Purgunnah and Circar of Purainda:

Koordee, and 19 other Khalsa villages,
Badlonee, and 11 other villages.
Oopa,
Papness.

Within the district of Ahmednuggur.

In the Purgunnah of Kurwah:

Adulgaum,
Kolegaum.

In the Purgunnah of Jamkhair.

Kurdlah,
Jamkhair,
Loney,
Pimpulgaum,
Sonegaum,
Sountary, attached to the Fort of Purainda,
Dhurrungaum,

In the Turruff of Ranjungaum:

Angurh,
Bhowsee.

In the Talookah of Kaim:

Kaim,
Nimbarry.

In the Talookah of Ahmednuggur:

Kohrgaum,
Muddurgaum.
Mandway,
Pargaum, Kolha.
Balwarry.

In the Purgunnah of Pungree:

Bhatamray,
Chickroud.

In the Circar of Sungamnair:

Rahtoy.

In the Purgunnah of Newassa.

Sullabutpore,
Soolhanpore,

Berhampore,	Kurmore,
Hingangaum,	Koontaphu,
Chanday,	Tondoolee,
Lohorwarry,	Sullut Wurgong,
Danghaum,	Dewullany,
Moreguham,	Wauhhree,
Ballypondurree,	Mulwarry,
Neembyaum,	Nimbay,
Prourh Sungum,	Purkurgaum,
Pathwully,	Khandly Khadley,
Konnet Sengway,	Annulnair.

Total within the district of Ahmednuggur, and on the west bank of the river Seena..... ..... } Rs...4,31,785 3½

D.

SCHEDULE of the participated Rights and Possessions of his Highness the Nizam, situated on the east or left bank of the river Wurda, now ceded by his said Highness, according to the eighth Article of the annexed Treaty, for the purpose of being transferred to the Rajah of Nagpore.

In the Purgunnah of Anvee:
Circar of Gaweeb.....
In the Purgunnah of Ashtee:
Circar of Gaweeb .....
In the Purgunnah of Annair:
Circar of Kairla..... } Total... Rs. 75,000

No. CV.

TREATY WITH THE RAJAH OF COLAPORE,

A. D. 1825.

Treaty with the Rajah of Colapore.

ARTICLES of agreement concluded between Shajee Chetraputy Maha Raj Kurraveer and the British Government.

Whereas a treaty of peace and friendship was concluded between the British Government and the Rajah of Colapore on the 1st October 1812, and whereas certain misunderstandings have since arisen; with a view to the removal of those misunderstandings and to the confirmation of the alliance, the following Articles have been agreed on between the two Governments.

A. D. 1825.

Treaty with the Rajah of Colapore.

ARTICLE I.

Such parts of the former treaty concluded on the 1st of October 1812 as are not affected by the provisions of the present engagement, shall remain in full force, and are mutually binding on the contrary parties.

ARTICLE II.

The Rajah of Colapore engages to reduce his army to the peace establishment and never to raise or assemble such a force as shall be likely to endanger the public tranquillity within or without his territories, unless with the previous consent of the British Government. The Rajah further engages to attend to the advice of the British Government at all measures calculated to effect the public tranquillity. But this Article in no wise to diminish the independence of the said Rajah, as a sovereign Prince.

ARTICLE III.

The Rajah of Colapore engages never to molest Hindoo Rao Ghatkey Kagulkur, or Narrain Rao Ghorepudeh Echelcurenjeecur, in the enjoyment of their respective lands and rights, according to the ancient custom.

ARTICLE IV.

The districts of Chickoree and Manoolee were transferred to the Rajah of Colapore by a Sunnud under the signature of Major General Sir Thomas Munro, Bart, K. C. B. but have not been mentioned in any treaty or agreement. The Hon'ble East-India Company now acknowledges them to be ceded to the Rajah of Colapore in full sovereignty; the Rajah engaging on his part to respect the rights and privileges of the Zamindars, Emandars and Wuttundars of the said districts.

ARTICLE V.

His Highness the Raja of Colapore hereby recognizes the award of the British Government, made in 1822, relative to the half amuls in the Sawunt Warree Territory, and engages to respect the rights of the Warree State conferred by that award. He also consents the Territorial arrangement of assigning to him an equivalent in land, in such part of the Carnatic Collectorate, as may be allotted to him by the British local authorities.

ARTICLE VI.

A. D. 1825.

Treaty with the Rajah of Colapore.

The Raja of Colapore engages never to grant an asylum to the enemies of the British Government nor to rebels. The Rajah also promises that if any robbers or other offenders issuing from his Territories shall commit robberies or other offences in that of the British Government or of other States, his Highness will apprehend them and deliver them up, and his Highness further consents, that in case he sh ll not fully restrain such offenders, the British Government shall give due notice to the Rajah and shall, after such notice be competent at all times to send its troops and Police into his Highness's Territories for the apprehension of the said offenders, and his Highness shall afford any necessary assistance to the troops or Police to enable them to discover and apprehend the object of their pursuit. If any persons who have committed offences in the Raja's Territories shall take refuge in that of the Company, the British Government will, after due investigation adopt such measures in regard to the said offenders as equity and justice may appear to require, and adopting at the same time every means to prevent their committing any acts injurious to the Territories of the Rajah.

ARTICLE VII.

The Rajah of Colapore promises to continue to Bhow Maharaj and Baba Maha Raja, their respective lands and rights, agreeably to the schedule annexed.

The guarantee of the British Government to the enjoyment of the above lands and rights shall only continue during the life time of the above mentioned persons, but the rights of their descendants as founded on Sunnud or Custom, shall not be prejudiced by the cessation of the said guarantee.

ARTICLE VIII.

The Rajah having given his unqualified assent to the demand upon him for the injuries occasioned to the several individuals whose possessions and rights he had evaded according to the Schedule annexed, hereby agrees to pay such sums as may be adjusted after a full investigation into the extent of the losses actually incurred, and in failure thereof, within sixty days after such final adjustment to transfer to the British Government such portions of the Pergunnahs of Chickoday and Manowlee as were formerly ceded to the Colapore Raja, for such term of years as may be necessary to collect a sum equal to the amount

A. D. 1825. Treaty with the Rajah of Colapore.

due, the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected and expenses of management, during the occupation of those Pergunnahs.

This agreement agreed to at Colapore on the 30th December 1825, between T. H. Baber Esq. Political Agent on the one part, and by Kristna Rao Girde and Jeewa Rao Jadouva Havaldar on the other, is confirmed with certain modifications by the Governor in Council of Bombay, on the 24th January 1826, and will be binding on both parties, unless disapproved of by the Governor General in Council.

Ratified by the Right Honorable the Governor General in Council, at Fort William in Bengal, this tenth day of March, one thousand eight hundred and twenty six.

(Signed) AMHERST.
„ J. H. HARRINGTON,
„ W. B. BAYLEY.

By Command of the Right Honorable the Governor General in Council.

(Signed) G. SWINTON,
Secy. to Govt.

No. CVI.

A D 1827. Treaty of Barburra.

TREATY OF BARBURRA.

ARTICLES of friendship and commerce made between J. J. Gordon Bremer, Esqr. C. B. Captain of his Britannic Majesty's Ship Tamar, representing the English nation, in Northern Africa, and the Sheiks of the tribe of Hubberawal.

ARTICLE I.

It is agreed, that from henceforth, there shall be peace and friendship between the subjects of His Majesty the King of England, and the Sheiks of the Hubberawal tribe, and their men; and all other inhabitants of the Coast of Africa, over which they have authority and influence.

ARTICLE II.

It is agreed, that all vessels bearing the English flag which may come to the Port of Barburra (or any other

Port under the authority of the Sheiks of the Hubberawal tribe) for the purpose of trade, shall not be molested, or injured, but shall receive every protection and support from the said Sheiks; that they shall be at liberty to enter into any trade they may think fit to choose, and that they shall be at liberty to depart from the said Port at their pleasure without impediment, injury, or molestation. A. D. 1827. Treaty of Barbarra.

ARTICLE III.

It is agreed, that in like manner any vessels, or persons, belonging to the said Sheiks of Hubberawal tribe, which shall come into any Port, belonging to His Majesty the King of England, shall receive protection and support, and be treated in all respects the same as other vessels, or persons trading to those Ports.

ARTICLE IV.

It is agreed, that as an equivalent for the value of the British Brig Marianne, and her Cargo, which was plundered in the Port of Barburra, there shall be paid by the said Sheiks of the Hubberawal tribe, to the said J. J. Gordon Bremer, Esqr, C. B. or to some person duly authorized by him to receive it, the sum of Fifteen thousand "Spanish" Dollars, or produce to the same amount, in three equal payments, that is to say, five thousand Dollars or produce to that amount, this year 1827, and of the Hegira 1242, and the same sum in each of the two following years, that is to say, on or before the conclusion of the trading season, in the month of April, or two hundredth day of the Nowroz.

ARTICLE V.

Two Lascars belonging to the British Brig Marianne, having been killed when the said vessel was plundered, and destroyed. The Sheiks of Hubberawal tribe do thereby agree to pay the sum of Dollars for the support of the families of the murdered men, according to the Mahomedan Law in such cases.

Confirmed and sealed at Barburra, in Africa, on the 6th day of February, in the year of our Lord Jesus Christ, 1827, and of the Hegira 1242, the ninth day of the Moon Rejib,

(Signed) J. J. GORDON BREMER,
M. E. BAGNOLD,
Pol. Agent. *Witness.*

Witness.
HURMARKAY ALLY SANTEH.

Signed by Ismael Gella for himself and Omar Kadeen Hussen Ball and Ismael Isled, Sheiks of Hubberawal tribe.

A. D. 1828.
Treaty with Scindia.

No. CVII.

TREATY WITH SCINDIA.

Memorandum of a Treaty with Scindia's Government.

Whereas, the Maharajah Dowlut Raw Scindiah died on the 21st March last, without an heir, and without leaving any Will, or Testamentary Document whatever, but having in his last moments publicly declared it, to be his wish that the British Resident at his Court should make what arrangements he thought proper, accordingly with the advice and concurrence of the British Government, Moolsul Rao, one of the nearest male relations of the late Maharajah having been adopted by her Highness the Baiza Bai, was on the 18th June last seated on the Musnud of the late Maharajah, under the name of Junkojee Rao Scindiah, and the following engagement has this day been entered into between the British Government and her Highness the Baiza Bai, as Regent in behalf of his Highness Junkojee Rao Scindiah.

ARTICLE I.

The relations of friendship and amity which have hitherto existed between the British Government and the late Maharajah, as established by former Treaties, are hereby confirmed, and the British Government recognizes His Highness Junkojee Rao Scindia as the legitimate sovereign of the late Maharajah's Dominions.

ARTICLE II.

The British Government hereby recognizes her Highness the Baiza Bai, as Regent during the minority of his Highness Junkojee Rao Scindiah.

ARTICLE III.

With a view to maintain the peace and tranquility of the country, her Highness the Baiza Bai agrees to keep up the contingent or auxiliary Force of equal strength under the Command of British Officers, This force shall be organized in such manner as the British Government may think proper, and its services shall be available for the use of both States as the contingent has heretofore been, and as four lacs of Rupees the pension of the late Maharajah appropriated to the payment of the contingent has now lapsed, and is no longer available, it is hereby agreed that the funds hitherto appropriated to the payment of the contingent and to the liquidation of the debt due by this

State to the British Government, shall be wholly appropriated to the payment of the said contingent, and the debt shall either be paid off immediately or other funds appropriated for its extinction as speedily as possible.

ARTICLE IV.

As it appears that this State holds certain lands in the Deccan which were not reserved to it by the Treaty of Serjee Anjengaum, but which, by motives of delicacy towards the late Maharajah have hitherto prevented the British Government from resuming, it is hereby agreed, that the British Government shall now resume all the lands which it shall clearly appear not to have been intended to reserve by the aforementioned Treaty.

ARTICLE V.

The lands reserved to this Government in the Deccan being very inconveniently intermixed with the British Government, it is hereby agreed that in lieu of them, the Purgunnahs of Beersah and Eastern Soojawulpoor shall be given and transferred to this Government. The difference in the value (should there be any considerable difference) being paid in money by the party on whose side the excess may be.

ARTICLE VI.

Certain arrangements having been entered into between the British Government and several of the States in Malwa relative to the growth and sale of Opium, her Highness the Baiza Bai hereby agrees to enter into an engagement with the British Government upon similar principles, the details of which shall be settled in a separate engagement.

ARTICLE VII.

Her Highness the Baiza Bai having agreed to advance to the British Government a loan of one crore of Chandoree Rupees, at the rate of Interest at 5 per cent per annum, the British Government hereby engages to pay the interest of the same yearly in Chandoree Rupees to her Highness, or to whomsoever she may authorize to receive it.

(Signed) J. STEWART,
Resident.

True Copy,

(Signed) G. FIELDING,
Assist. Resident.

Gwalior, 14th February 1828.

A. D. 1829.

Treaty with the Rajah of Colapore.

No. CVIII.

TREATY WITH THE RAJAH OF COLAPORE.

Articles of agreement concluded between the Raja Sha Chetraputtee Kuraveerkur, Raja of Calapore, and the British Government.

Whereas a treaty of peace, and friendship was concluded between the Brish Government and his Highness the Raja of Colapore, on the 24th January 1826, and whereas his Highness having committed several acts in direct violation of the said treaty and in hostile opposition to the British Government, a preliminary [redacted] for repealing, altering and confirming, respectively the conditions of the aforesaid treaty and providing for others of a new nature was agreed to at Colapore on the 24th October A. D. 1827, between Raja Sha Chetraputtee Maharajah, Raja of Colapore, on the one part, and Josiah Nisbet Esquire, Political Agent, on the other, and whereas it has been deemed advisable to modify certain parts of the said preliminary treaty, the following articles are now finally agreed on by the two Governments.

ARTICLE I.

In the second Article of the aforesaid treaty his Highness Chetraputtee Sahib engaged to "reduce his army to the "peace establishment, and never to raise or assemble such a "force as should be likely to endanger the public tran-"quility within or without his dominions, unless with the "previous consent of the British Government," notwithstanding which, his Highness lately collected a large army, and in spite of all advice from the British Government, proceeded to commit a variety of excesses, it has therefore become requisite to limit the number of his Highnesses troops, and his Highness hereby engages not to keep more than 400 horse (including "Khas Pagah" "Surinjamee" "Shetsundee" &c.) and 800 Infantry, exclusive of moderate garrisons for his Forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British Government.

ARTICLE II.

In the fourth Article of the above treaty the British Government "ceded the districts of Chickoree and Man-"owlee in full sovereignty to his Highness, he engaging

A. D. 1829. Treaty with the Rajah of Colapore.

"on his part to respect the rights and privileges of the "Zumeendars, Enamdars and Wuttundars of the said "districts." When this grant was made by the British Government it was hoped that peace and good will would have subsisted for many generations between the two Governments, but instead of this, his Highness has uniformly evinced a total disregard of the friendship of the British Government, and in violation of the above condition, has repeatedly infringed the rights of the Enamdars and Wuttundars of those Talooks, it therefore becomes necessary that his Highness should give back to the British Government the said Talooks in the same state in which he received them, and his Highness hereby agrees to do so.

ARTICLE III.

In the seventh article of the said Treaty the possessions of Bhow Maharajah were guaranteed to them for the terms of their respective lives, only provision being made, that the "rights of their descendants, as founded on sunnud or cus-"tom, should not be prejudiced by the cessation of the said "guarantee" as however his Highness Chetraputtee Sahib has never ceased to annoy and distress these persons, by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British Government to their decendants, and his Highness accordingly engages never to molest them.

ARTICLE IV.

Maharajah Chetraputtee Sahib having on the death of Wiswas Rao Ghattkey resumed all but two of the eight and half Villages held by him, in the Kagul Talook, now engages to restore the whole to the heir of the deceased, and never again to interfere with them.

ARTICLE V.

It having been deemed necessary, in consequence of the number of robberies committed on "Surunjamydars" and other persons under the protection of the British Government by the inhabitants of Akavat, and of its being a place of general resort for robbers, that it should be given up to the British Government, the Maharajah hereby engages to cede the same, together with lands adjoining, to the value of 10,000 Rupees per annum.

ARTICLE VI.

His Highness Chetraputtee Sahib, having compelled the British Government by various acts of aggression committed

A. D. 1829. Treaty with the Rajah of Colapore.

in direct breach of the above Treaty to have recourse to arms, it has been deemed necessary, as security for his future good conduct, that he should admit British Garrisons into the Forts of Colapore and Punnalagurh, and his Highness hereby accordingly agrees to do so, and further engages to pay the expense of such Garrisons.

ARTICLE VII.

His Highness Chetraputtee Sahib having hitherto neglected to afford redress to Govind Row Sahib Putvurdun, Appajee Row Seetole, Bhow Maharajah and Baba Maharajah for the injuries done to them in 1826, as agreed with the late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these, and other Chiefs under the protection of the British Government, his Highness hereby engages to pay, as per annexed Schedule, the sum of one lac, forty seven thousand, nine hundred and forty eight Rupees (1,47,948) the sum being the aggregate amount of claims, admitted after a full investigation, to be due to the injured parties, and his Highness further agrees to transfer to the British Government, for the purpose of liquidating the said debt, territory yielding an annual Revenue of 50,000 Rupees. The Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected and the expenses of management, during the occupation of the said territory.

ARTICLE VIII.

The British Government deeming it necessary to appoint a Chief Minister for the future management of the Raja's Government, his Highness Chetraputte Sahib hereby engages to be guided by his advice in all matters relating to the administration of his State, the British Government having the sole power of appointing or removing the said Minister, as they may see fit.

ARTICLE IX.

Such parts of the former treaty, concluded on the 24th January 1826, as are not affected by the provisions of the present agreement, shall remain in full force, and are mutually binding on the contracting parties.

The above nine articles agreed to at Colapore, the 9th day of Rumzan, corresponding with the 15th March A. D. 1829.

(Signed) J. NISBET,

Political Agent.

A. D. 1829. Treaty with the Rajah of Colapore.

This Definitive Treaty agreed to at Colapore on the 15th March 1829, between Rajee Shab Chetraputhe Kurraverkur, Rajah of Colapore on the one part, and Josiah Nisbet esquire, Political Agent, on the other, is now confirmed by the Governor in Council of Bombay on the 15th of July 1829, the preliminary Treaty of the 24th October 1827 above referred to, having been previously confirmed in like manner.

(Signed) J. MALCOLM.
" T. BRADFORD.
" J. ROMER.

Ratified by the Honorable the Governor General in Council, at Fort William in Bengal, this first day of August one thousand eight hundred and twenty nine.

(Signed) W. BENTINCK,
" COMBERMERE,
[L. S.] " W. B. BAYLEY,
[L. S.] " C. T. METCALFE,

By Command of the Right Hon'ble the Governor in Council.

(Signed.) G. SWINTON,
Chief Secy. to Govt.

No. CIX.

A. D. 1826. Treaty with the Rajah of Nagpore.

TREATY WITH THE RAJAH OF NAGPORE.

Revised engagement between the Hon'ble Company and the Rajah of Nagpore.

Whereas in view to the promotion of the welfare, dignity and independence of the Rajah of Nagpore, and to the mutual benefit and convenience of the Honorable Company and his Highness's Government, it has been deemed expedient to alter and modify certain articles of the Treaty of the 13th December 1826, the following provisions have accordingly been arranged and concluded on the one part by Francis B. S. Wilder Esquire, Resident at the Court of Nagpore, in the name and on behalf of the Right Hon'ble Lord William Cavendish Bentinck, Governor General in Council, and on the other by Maha Raja Raghojee Bhooshla, Raja of Nagpore.

A. D. 1829.

Treaty with the Rajah of Nagpore.

ARTICLE I.

Articles 8th and 9th of the existing Treaty are hereby rescinded, and it is agreed, that in lieu of the obligations contracted by those Articles, the Raja of Nagpore shall pay the British Government an annual Subsidy of Sonat Rupees eight Lacs per annum by quarterly instalments, i, e, on the 6th September, 6th December, 6th March, and 6th June, of each year, in consideration whereof the reserved districts will be given up to his Highness's management and his Army made over entirely to his own authority and disposal, the British Officers employed in the Nagpore service being at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpore Fussilee year, or 6th June 1830. Arrangements for gradually disbanding the Auxiliary Force as at present constituted, will be immediately put in train, it being of course the duty of the Raja to provide in their room and from his own funds, a national force adequate to the ordinary protection of his Subjects, and the performance of internal duties.

ARTICLE II.

The Raja agrees to respect and abide by the conditions of the quinquenial settlement concluded with the Poteils, Ryots, and others by the British authorities in his name, during the period for which the several leases were contracted. His Highness also binds himself to maintain inviolate all agreements and engagements formed with the Gond and other Tributary Chiefs and Jumindars by British Officers under the sanction and authority of the Resident.

ARTICLE III.

Articles 10, 12 and 13 of the existing Treaty are hereby cancelled, and the following modified provisions substituted in lieu thereof. It shall be competent to the British Government, through its local representative, to offer advice to the Maharajah, his heirs, and successors, on all important matters, whether relating to the internal administration of the Nagpore Territory, or to external concerns, and his Highness shall be bound to act in conformity thereto. If, (which God forbid) gross and systematic oppression, anarchy, and misrule should hereafter at any time prevail, in neglect of repeated advice and remonstrance, seriously endangering the public tranquility, and placing in jeopardy the stability of the resources whence his Highness discharges his obligations to the Honorable Company, the British Government reserves to itself the right of reappointing its own Officers to the management of such district or dis-

tricts of the Nagpore Territory in his Highness's name, and for so long a period as it may deem necessary, the surplus receipts in such case, after defraying charges, to be paid from the Raja's Territory. A. D. 1829. Treaty with the Rajah of Nagpore.

ARTICLE IV.

Article 11 of the existing treaty is hereby declared subject to the following modification. In lieu of the obligation it imposes, the Raja agrees to maintain at all times in a state of efficiency a body of not less than one thousand of the best description of irregular horse organized and disciplined after the native fashion, commanded by his own native Officers, and subject to his Highnes's exclusive authority. In the event of War, this force shall be liable to serve with the British Army in the Field, receiving Batta from the Honorable Company in compensation of the extra expense of their maintenance, whenever employed beyond the Nagpore Frontier.

ARTICLE V.

Article 15 of the existing Treaty is hereby abrogated.

ARTICLE VI.

All other provisions and conditions of the Treaty concluded at Nagpore on the 13th December 1826, which are not affected by the above convention, are to remain in full force and effect.

ARTICLE VII.

This engagement consisting of seven Articles being settled and concluded at Nagpore on the 26th day of December 1829, corresponding with 29th Jumadilakher, in the year of the Hijeree 1245, by Francis B. S. Wilder Esq. with Maharaja Roghojee Bhooshla, Mr. Wilder has delivered to the said Maharajah, a copy of the same in English, Persian and Mahratta, sealed and signed by himself, and his Highness has delivered to Mr. Wilder another copy, also in English, Persian and Mahratta, bearing his Highness's seal and signature, and Mr. Wilder has engaged to procure and deliver to his Highness without delay, a copy of the same duly ratified by the Right Hon'ble Lord William Cavendish Bentinck, Governor-General, &c. &c. &c. on the receipt of which by his Highness the present engagement shall be deemed complete, and binding on the Hon'ble East-India Company and on his Highness, and the copy now delivered to his said Highness shall be returned.

A. D. 1829. Treaty with the Rajah of Nagpore.

Given on the 26th December 1829, corresponding with the 29th Jumadilakhar 1245 Hijeree.

(Signed) F. B. WILDER, Resident.
„ W. C. BENTINCK;
„ DALHOUSIE,
„ W. B. BAYLEY;
„ C. T. METCALFE,

Ratified by the Right Hon'ble the Governor General in Council at Fort William in Bengal, the fifteenth day of January, one thousand eight hundred and thirty.

(Signed) A. STIRLING, *Secy. to Govt.*

A true Copy.

(Signed) A. STIRLING, *Deputy Secy. to Govt.*

A. D. 1830. Treaty with the Sultan of Muscat.

No. CX.

TREATY WITH THE SULTAN OF MUSCAT AND THE UNITED STATES OF AMERICA.

Dated 21st September 1833.

Treaty of amity and commerce between the United States of America and His Majesty Seyed Syeed Bin, Sultan of Muscat, and His Dependencies.

ARTICLE I.

There shall be prepetual peace between the United States of America and His Majesty Seyed Syeed Bin, Sultan of Muscat and his Dependencies.

ARTICLE II.

The Citizens of the United States shall have free liberty to enter all the Ports of his Majesty Seyed Syeed Bin, Sultan, with their cargoes, of whatever kind the said cargoes may consist, and they shall have liberty to sell the same to any of the subjects of the Sultan, or others who may wish to purchase the same, or to barter the same for any produce or manufactures of the kingdom, or other articles that may be found there. No price shall be fixed by the Sultan or his

Officers on the articles to be sold by the Merchants of the United States, or the merchandize they may wish to buy, but the trade shall be free on both sides to sell or buy, or exchange, on the terms and for the prices the owners may think fit, and whenever the said Citizens of the United States may think fit to depart, they shall be at liberty to do so, and if any Officer of the Sultan shall contravene this article, he shall be severely punished. It is understood and agreed however, that the articles of Muskets, Powder, and Ball can only be sold to the Government in the Island of Zanzibar, but in all other Ports of the Sultan the said amunitions of War, may be freely sold without any restrictions whatever, to the higest bidder.

ARTICLE III.

Vessels of the United Sates entering any Port within the Sultan's Dominions shall pay no more than five per cent duties on the cargo landed, and this shall be in full consideration of all Import and Export duties, tonnage, licence to trade, Pilotage, Anchorage, or any other charge whatever; nor shall any charge be paid on that part of the cargo which shall remain on board unsold, and re-exported. Nor shall any charge whatever be paid on any vessel of the United States, which may enter any of the Ports of his Majesty for the purpose of refitting, or for refreshments, or to enquire the state of the market.

ARTICLE IV.

The American citizens shall pay no other duties on Export or Import tonnage, licence to trade, or other charge whatsoever, than the nation the most favored shall pay.

ARTICLE V.

If any vessel of the United States shall suffer Shipwreck on any part of the Sultan's dominions, the persons escaping from the wreck shall be taken care of and hospitably entertained at the expence of the Sultan, until they shall find an opportunity to be returned to their country. For, the Sultan can never receive any remuneration whatever for rendering succour to the distressed. And the property saved from such wreck, shall be carefully preserved, and delivered to the owner, or the Consul of the United States, or to any authorized agent.

ARTICLE VI.

The citizens of the United States resorting to the Ports of the Sultan, for the purposes of trade, shall have leave

A. D. 1830. to land and reside in the said Ports, without paying any tax on importation whatever, for such liberty, other than the general duties on imports, which the most favored nation shall pay.

Treaty with the Sultan of Muscat.

ARTICLE VII.

If any citizen of the United States or their vessels or other property shall be taken by Pirates, and brought within the Dominions of the Sultan, the persons shall be set at liberty and the property restored to the Owner, if he be present, or to the American Consul, or to any authorized agent.

ARTICLE VIII.

Vessels belonging to the subjects of the Sultan which may resort to any part in the United States, shall pay no other higher rate of Duties, or other charges, than the nation the most favored shall pay.

ARTICLE IX.

The President of the United States may appoint Consuls, to reside in the Ports of the Sultan, where the principal commerce shall be carried on, which Consuls shall be the exclusive judges of all disputes or suits wherein American citizens shall be engaged with each other; they shall have power to receive the property of any American citizen dying within the Kingdom, and to send the same to his heirs, first paying all his debts due to the subjects of the Sultan. The said Consuls shall not be arrested, nor shall the property be seized, nor shall any of their household be arrested, but their persons, and their property and their houses shall be inviolate. Should any Consul however commit any offence against the Laws of the Kingdom, complaint shall be made to the President, who will immediately displace him. Concluded, signed, and sealed, at the Royal Palace, in the City of Muscat, in the Kingdom of Aman, the 21 st day of September, in the year one thousand eight hundred and thirty three of the Christian Era, and the fifty seventh year of the Independence of the United States of America, corresponding to the sixth day of the Moon called Jammada Alawel, in the year of the Hilhajra (Hegira) one thousand two hundred and forty nine.

(Signed) EDMUND ROBERTS,

Whereas the undersigned Edmund Roberts, a citizen of the United States of America, and a Resident of Portsmouth, in the state of New Hampshire, being duly appointed a special Agent, by letters patent under the signature of the President, and seal of the United States of

A. D. 1830.

Treaty with the Sultan of Muscat.

America, bearing date at the City of Washington, the twenty sixth day of January, Anno Domini, one thousand eight hundred and thirty two, for negociating and concluding a treaty of amity and commerce, between the United States of America and his Majesty Seyed Syeed Bin, Sultan of Muscat. Now know ye, that I Edmund Roberts, special Agent as aforesaid, do conclude the foregoing treaty of Amity and Commerce, and every Article and Clause therein contained, reserving the same nevertheless, for the final ratification of the President of the United States of America, by and with the advice and consent of the Senate of the United States.

Done at the Royal Palace, in the City of Muscat, in the kingdom of Aman, on the 21st day of September, in the year of our Lord 1833, and of the Independence of the United States of America, the Fifty Seventh, corresponding to the 6th day of the Moon called Jamada Alawel, in the year Allhajra (Hegira) 1249.

(Signed) EDMUND ROBERTS.

True Copy.

(Signed) HENRY HART, *Captain.*

No. CXI.

A. D. 1832.

Treaty with the Chief of Khyrpoor.

TREATY WITH THE CHIEF OF KHYRPOOR.

A Treaty consisting of 4 *articles having been concluded on the* 2*nd Zeckad* 1247, *A. H. corresponding with the* 4*th April* 1832, *between the Hon'ble East India Company and Meer Roostum Khan Tolpur Bahadoor, chief of Khyrpoor in Sindh, through the Agency of Lieutenant Colonel Henry Pottinger, Envoy on the part of the British Government, acting under the authority vested in him by the Right Hon'ble Lord William Cavendish Bentinck, G. C. B. and G. C. H. Governor General of the British possessions in India, this Engagement has been given in writing at Simla, this day the* 19*th June* 1832, *both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following.*

ARTICLE I.

There shall be eternal friendship between the two States,

A. D. 1832.

Treaty with the Chief of Khyrpoor.

ARTICLE II.

The two contracting Powers mutually bind themselves from generation to generation, never to look with the eye of covetousness on the possession of each other.

ARTICLE III.

The British Government having requested the use of the River Indus and the roads of Sindh for the Merchants of Hindoostan, &c. The Government of Khyrpoor agrees to grant the same within its own boundaries on whatever terms may be settled with the Government of Hyderabad, namely, Meer Morrad Ali Khan Talpoor.

ARTICLE IV.

The Government of Khyrpoor agrees to furnish a written Statement of just and reasonable duties to be levied on all goods passing under this treaty, and further promises, that traders shall suffer no let or hinderance in transacting their business.

(Signed) W. C. BENTINCK,

Seal of the Hon'ble Company.

Governor General's Seal.

A. D. 1832.

Treaty with the Government of Hyderabad in Scindh.

No. CXII.

TREATY WITH THE GOVERNMENT OF HYDRABAD IN SINDH.

A Treaty consisting of seven articles having been concluded on the 18th Zeehij 1247, A. H corresponding with 20th April 1832, between the Honorable East India Company and his Highness Meer Moorad Ali Khan Talpoor Bahadoor, Ruler of Hydrabad in Sindh through the agency of Lieutenant Colonel Pottinger, Envoy on the part of the British Government, acting under the authority vested in him by the Right Hon'ble Lord William Cavendish Bentinck, G. C. B. and G. C. H. Governor General of the British Possessions in India, this Engagement has been given in writing at Simla this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following.

ARTICLE I.

That the friendship provided for in former treaties between the British Government and that of Sindh, remain unimpaired and binding, and that this stipulation has received additional efficacy through the medium of Lieut. Colonel Pottinger, envoy &c. so that the firm connection and close alliance now formed between the said States shall descend to the children and successors of the House of the above named Moor Moorad Alikhan, principal after principal, from generation to generation.

ARTICLE II.

That the two contracting Powers bind themselves never to look with the eye of covetousness on the possessions of each other.

ARTICLE III.

That the British Government has requested a passage for the Merchants and Traders of Hindoostan, by the river and roads of Sindh, by which they may transport their goods and merchandize from one country to another, and the said Government of Hyderabad hereby acquiesces in the same request on the three following conditions.

First.—That no person shall bring any description of Military Stores by the above river or roads.

Second.—That no Armed Vessels or Boats shall come by the said river.

A. D. 1832.

Treaty with the Government of Hyderabad in Scindh.

Third.—That no English Merchants shall be allowed to settle in Sindh, but shall, as occasion requires, and having stopped to transact their business, shall return to India.

ARTICLE IV.

When Merchants determine on visiting Sindh, they shall obtain a passport to do so from the British Government, and due intimation of the granting of such passports shall be made to the said Government of Hyderabad, by the Resident in Cutch or other Officer of the said British Government.

ARTICLE V.

That the Government of Hyderabad having fixed certain proper and moderate Duties to be levied on Merchandize and Goods proceeding by the aforesaid routes, shall adhere to that scale, and not arbitrarily and despotically, either increase or lessen the same, so that the affairs of Merchants and Traders may be carried on without stop or interruption, and the Custom House Officers and Farmers of Revenue of the Sindh Government, are to be specially directed to see, that they do not delay the said merchants, on pretence of awaiting for fresh orders from the Government or in the collection of the duties, and the said Government is to promulgate a Tariff, or Table of duties, leviable on each kind of Goods, as the case may be.

ARTICLE VI.

That whatever portions of former treaties entered into between the two States which have not been altered and modified by the present one, remain firm and unaltered, as well as those stipulations now concluded, and by the blessing of God, no deviation from them shall ever happen.

ARTICLE VII.

That the friendly intercourse between the two States, shall be kept up by the dispatch of Vakeels, whenever the transaction of the business, or the increase of the relations of friendship, may render it desirable.

(Signed) W. C. BENTINCK,

Seal of the Hon'ble Company.

Governor General's Seal.

No. CXIII.

A. D. 1832.

Treaty with the Government of Hyderabad in Scindh.

SUPPLEMENTAL Treaty with the Government of Hyderabad in Sindh.

The following articles of engagement having been agreed on, and settled on the 22nd April 1832, between the Honorable East India Company, and his Highness Meer Morad Ali Khan Talpur, Behadoor, Ruler of Hyderabad in Sindh, as Supplemental to the Treaty concluded on the 20th April 1832 through the agency of Lieutenant Colonel Henry Pottinger, Envoy on the part of the said Hon'ble East India Company, under full power and authority vested in him by the Right Hon'ble Lord William Cavendish Bentinck, G. C. B and G. C. H. Governor General of the British Possessions in India, this Engagement has been given in writing at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:

ARTICLE I.

It is inserted in the fifth article of the perpetual Treaty that the Government of Hyderabad will furnish the British Government with a Statement of Duties &c. and after that, the Officers of the British Government, who are versed in affairs of traffic, will examine the said Statement. Should the Statement seem to them to be fair, and equitable and agreeable to custom, it will be brought into operation and will be confirmed, but should it appear too high, his Highness Meer Morad Ali Khan on hearing from the British Government to this effect through Colonel Pottinger, will reduce the said Duties.

ARTICLE II.

It is, as clear as noon day, that the punishment and suppression of the plunderers of Parkur, the Thull &c. is not to be effected by any one Government, and as this measure is incumbent on, and becoming the States as tending to secure the welfare and happiness of their respective subjects and countries, it is hereby stipulated, that on the commencement of the ensuing rainy season and of which Meer Morad Ali Khan shall give due notice, the British, Sindh, and Joudpore Governments shall direct their joint and simultaneous efforts to the above object.

ARTICLE III.

The Governments of the Hon'ble East-India Company and of Khyrpoor, namely, Meer Roostum, have provided

A. D. 1832. Treaty with the Government of Hyderabad in Scindh.

in a treaty concluded between the States, that whatever may be settled regarding the opening of the Indus at Hyderabad, shall be binding on the said contracting Powers. It is therefore necessary, that copies of the treaty should be sent by the British and Hyderabad Governments to Meer Roostum Khan, for his satisfaction and guidance.

(Signed) W. C. BENTINCK,

Governor General's Seal.

Seal of the Hon'ble Company.

A. D. 1832. Treaty with the Government of Hyderabad in Scinde.

No. CXIV.

COMMERCIAL Treaty between the Hon'ble East India Company and the Government of Hyderabad in Sinde.

Whereas in the 1st article of the Supplemental Treaty concluded between the Hon'ble East India Company and the Government of Hyderabad, on the 22nd day of April 1832, corresponding with 20th of Zilkad 1247, Hijree, it was stipulated that the Government of Hyderabad was to furnish the British Government with a statement of duties &c. and "after that the Officers of the British Government who are versed in affairs of Traffic, will examine the said Statement. Should the Statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation, and will be confirmed, but should it appear too high, his Highness Meer Morad Ali Khan on hearing from the British Government to this effect through Colonel Pottinger, will reduce the said duties." Now according to the terms of the above stipulation, the contracting States having made due enquiry, hereby enter into the following agreement.

ARTICLE I.

In lieu of a duty on Goods proceeding up or down the River Indus, in virtue of the 5th Article of the perpetual Treaty of Hyderabad, there shall be levied on the Rivers between the Sea and Roopur, a Toll on each Boat of Nineteen Tattah Rupees per Tattah Khurrar, of which amount

eight Rupees shall pe receivable by the Governments of Hyderabad and Khyrpoor, and eleven Rupees by the other States possessing dominions on the banks of the Rivers, namely, his Highness Buhawul Khan, Maharajah Runjeet Sing, and the Honorable the East India Company.

ARTICLE II.

To obviate any cause whatever of trouble or inconvenience to Traders and Merchants during their progress, and also to prevent disputes and doubts and consequent altercation and delay touching the size of Boats, the Toll is fixed on Thrity Tattah Khurrars, be a Boat large or small, she will pay Toll according to this, and whether she measures five Khurrars or one hundred Khurrars, she will be reckoned as one of Thirty.

ARTICLE III.

The portion of the Toll above described appertaining to Sinde, and amounting to two Hundred and Forty Tattah Rupees on each Boat, shall be levied at the Bunder or Port, at the mouth of the River where the cargoes are transferred from the River to the Sea Boats, and vice versa, and divided as the Governments of Hyderabad and Khyrpoor may think best.

ARTICLE IV.

For the purpose of assisting in the realization of the Toll due to Sinde, also in the speedy and satisfactory adjustment of disputes which may happen to occur amongst the Merchants, Boatmen and others on the questions of hire, &c. as well as with a view to the preservation and augmentation of the amicable relations which happily subsist between the States, it is settled that a British Agent, (who shall not be a European Gentleman) under the authority of Lieutenant Colonel Henry Pottinger, Agent to the Governor General of India, for the affairs of Sinde, shall reside at the Bunder or Port, at the mouth of the River where Cargoes are transferred from one description of Boat to another, and the British Government binds itself, that the said Agent shall neither engage in trade, nor interfere in any way with the fiscal or other affairs of the Sinde Government. It is further settled, that when occasion connected with this Treaty may render it adviseable, the Governor General's Agent, for the affairs of Sinde, shall have the power of deputing one of his Assistants to the above described Bunder or Port, to settle any discussions that may have arisen, after doing which he is to return to Bhooj.

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Treaty with the Government of Hyderabad in Scinde.

ARTICLE V.

For the more perfect fulfilment of this Treaty, it is hereby distinctly stipulated, that should any portion, however small or great, or of whatever description of the Merchandise or Goods on board any Boat, passing up or down the River, be landed for sale by a Merchant or Merchants, such portion of Merchandize or Goods, whatever may be its quantity or quality, shall instantly become subject to the existing local duties as levied by the respective Governments within their own Territories, the purpose of the Toll agreed to by this Treaty being, not to supercede or set aside the established dues of the different States, but to repay the expence to which the Governments will necessarily be subjected in affording the customary protection to the trade in transit on the River. It will be perfectly understood from this 5th Article, that the Governments have no claim to duties on Merchandize merely passing up or down the River, and that the Toll is all that is to be demanded, but should any portion, however small or large, of Goods be landed or sold, then the usual duties will be levied.

(A true Copy.)

(Signed) W. H. MACNAGHTEN,
Secy. to the Govt. of India.

No. CXV.

A. D. 1832.

Treaty with Cutch.

TREATY WITH CUTCH.

Dated 20th September 1832.

TREATY between the Hon'ble East India Company and Sree Maharaj Mirza Row Dessuljee, his heirs and successors, concluded by Lieutenant Colonel Henry Pottinger, Resident in Cutch, on the part of the Hon'ble Company, and Jarejahs, Chandabhy of Nagurcha, Dosajee of Kotree, Pragjee of Motura, Narranjee of Mhow, Deeda Bhojrajee, and the Minister Dewan Luckmeedass Wullubjee, on the part of His Highness the Rao.

Whereas the Right Honorable John Earl of Clare, Governor in Council of Bombay is of opinion, that by the Treaties now in force, a greater sum is required from Cutch than the resources of that principality can afford, as a proof of which there are now due to the British Government by

A. D. 1832.
Treaty with Cutch.

the Cutch Durbar, arrears amounting to 975,000 Correes and which the Cutch Government is unable, not only to liquidate, but even to discharge the annual amount stipulated by former treaties for the pay of the Troops and on account of Anjar. The two Governments have therefore agreed to modify existing treaties, in the manner written in this engagement, which is dated at Bhooj on this 20th day of September 1832, being the 11th day of Bhadurwa Vud 1889 Sumvut.

ARTICLE I.

The 1st and 2nd articles of the treaty of the 21st May 1822 are maintained in force, only as described in the succeeding articles of the present treaty, and the contracting parties do now engage as follows.

ARTICLE II.

The Honorable East India Company's Government hereby remits (subject to the condition specified in the 4th article) the equivalent for Anjar, viz. 88,000 Ahmedabad Sicca Rupees per annum, fixed by the 1st and 2nd articles of the treaty of the 21st May 1822, together with all arrears now due on that as well as on any other account by the Cutch Durbar to the British Government, or which shall be found due on the settlement of the accounts for the past year, that is, the Sumvut 1888, which terminated on the 1st day of July last.

ARTICLE III.

His Highness the Rao Sree Dussuljee, his heirs and successors, solemnly agree that the funds stipulated by the article of the treaty of October 1819, to be appropriated for the pay of the Cutch Subsidiary Force, but which it is hereby declared are never to exceed the amount of two lacs of Ahmedabad Sicca Rupees per annum, shall be hereafter regularly, without fail, and under any circumstances whatever, discharged by four (4) quarterly equal instalments, viz. on the 15th days of January, April, July, and October of each year.

ARTICLE IV.

The Cutch Government further engages, that in the event of the British Troops in that principality being greatly diminished and the necessary payment on account of them being similarly lessened so as to reduce it below the amount of the above remitted Anjar equivalent, that is, 88,000 Ahmedabad Sicca Rupees per annum, or in the

A. D. 1832. Treaty with Cutch.

event of the entire removal of the Troops from Cutch, his Highness the Rao, his heirs, and successors shall still be responsible in either case for making to the British Government an annual payment amounting on the whole, to not less than the above recited Anjar equivalent, or Ahmedabad Sicca Rupees 88,000.

ARTICLE V.

All existing stipulations and engagements which have been entered into by former treaties between the Honorable East-India Company's Government and the Government of Cutch and which shall not have been altered or modified by the present treaty, are to remain in full force.

(Signed) HENRY POTTINGER, Lieut. Col.
Resident in Cutch.

Dated 20th September 1832.

Ratified by the Right Honorable the Governor General in Council, at Fort William in Bengal, 23rd April 1833.

(Signed) W. H. MACNAGHTEN,
Secy. to Govt.

No. CXVI.

A. D. 1832. Treaty with Runjeet Singh.

TREATY WITH RUNJEET SINGH.

SUPPLEMENTARY Treaty between the British Government and Maharajah Runjeet Singh, for establishing a Toll on the Indus.

In conformity with the subsisting relations of friendship as established and confirmed by former treaties between the Honorable the East India Company and his Highness Maharajah Runjeet Singh. And whereas in the 5th article of the treaty concluded at Lahore on the 26th day of December 1832, it was stipulated that a moderate scale of duties should be fixed by the two Governments in concert, to be levied on all merchandize in transit up and down the Rivers Indus and Sathledj, the said Governments being now of opinion, that owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed, viz. (on the value and quantity of Goods) could not fail to give rise to mutual misunderstandings and reclamation, have with a view to prevent these results, determined to substitute a Toll which shall be

levied on all Boats with whatever merchandize laden: the following Articles have therefore been adopted as supplementary to the former Treaty, and in conformity with them, each Government engages that the Toll shall be levied, and its amount neither be increased nor diminished, except by mutual consent. A. D. 1832. Treaty with Runjeet Singh.

ARTICLE I.

A Toll of 570 Rupees shall be levied on all Boats laden with merchandize in transit on the Rivers Indus and Suthledj between the Sea and Rooper without reference to their size or to the weight or value of their cargo, the above Toll to be divided among the different States in proportion to the extent of territory which they possess on the banks of these Rivers.

ARTICLE II.

The portion of the above Toll appertaining to the Lahore Chief, in right of his Territory on both banks of these Rivers, as determined in the subjoined scale, shall be levied opposite to Mithenkote, on Boats coming from the Sea towards Rooper, and in the vicinity of Hurree-ke-Pulten, on Boats going from Rooper towards the Sea and at no other place.

In right of Territory on the right bank of the Rivers Indus and Suthledj Rs. 155 4 0

In right of Territory on the left bank of the Rivers Indus and Suthledj Rs.*

The Maharaja's share of Rs. 67 15 0

ARTICLE III.

In order to facilitate the realization of the Toll due to different States, as well as for the speedy and satisfactory adjustment of disputes which may arise connected with the safety of the navigation and the welfare of the trade by the new route, a British Officer will reside opposite to Mithenkote and a Native Agent on the part of the British Government opposite to Herree-ke-Pulten. These Officers will be subject to the orders of the British Agent at Loodianah, and the Agents who may be appointed to reside at those place on the part of the other States concerned in the

* N. B.—A distribution of the shares due to the British protected states and the feudatories of the Maharajah on the left bank of the Sathledj, will be determined hereafter.

A. D. 1832.

Treaty with Sunjeet Singh.

navigation, vizt. Bhawlpore and Senah, together with those of Lahore, will co-operate with them in the execution of their duties.

ARTICLE IV.

In order to guard against imposition on the part of Merchants in making false complaints of being plundered of property which formed no part of their cargoes, they are required when taking out their passports, to produce an invoice of their cargo, which being duly authenticated, a copy of it will be annexed to their passports, and wherever their Boats may be brought to for the night, they are required to give immediate notice to the Thannadars or Officers of the place, and to request protection for themselves, at the same time showing the passports they may have received at Mithenkote or Hurree-Ke-Pulten, as the case may be.

ARTICLE V.

Such parts of the 5th, 7th, 9th, and 10th Articles of the treaty of the 26th December 1832, as have reference to the affixing a duty on the value and quantity of merchandize, and to the mode of its collection, are hereby rescinded, and the foregoing Articles substituted in their place, agreeably to which and the conditions of the preamble, the Toll will be levied.

His Excellency the Right Honorable the Governor General of India in Council is pleased to make the following appointments.

Lieutenant F. Mackeson, of the 74th Regiment Native Infantry, to be British Agent for the navigation of the Indus and the Suthledj, stationed at Mithenkote.

Syud *Azeemoodeen to be Native British* Agent for the navigation of the Indus, to be stationed at such mouth of the river as may be determined by the Governor Generals Agent for the affairs of Sindh.

Seth Annund, to be ditto ditto, stationed at Hyderabad.

Sher Alli Khan to be ditto ditto, stationed at Hurree-Kee-Pulten.

W. H. MACNAGHTEN,
Secy. to the Govt. of India.

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